

La 4-29-63

PACIFIC GAS AND ELECTRIC COMPANY

245 Market Street
San Francisco 6
SUtter 1-4211

In reply please refer to

April 29, 1963

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
1918 Grove Street
Oakland 12, California

Attention: Mr. Ronald T. Weakley, Business Manager

Gentlemen:

Attached is a proposed Summary of Grievance Procedures to implement the Contract changes agreed to during the 1962 negotiations concerning the grievance procedure. During the past months the Company and Union have met on several occasions to formulate an acceptable procedure.

If you are in accord with the procedures, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By [Signature]
Manager of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

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

May 1, 1963

By Ronald T. Weakley
Business Manager

Rev VST
LLM

5/1/63
may become effective where arrangements
between rep & personnel man work out the transfer
but in any event will become effective May 15 in any
event.

SUMMARY OF GRIEVANCE PROCEDURES

This summary of grievance procedures includes the revisions of Title 102 of the Agreement applying to physical employees and Title 9 of the Agreement applying to clerical employees. These changes which were negotiated in 1962 were made to create a more effective and rapid procedure for the settlement of grievances.

Procedure for General Grievances

Includes: All grievances except those involving an employee's qualifications for promotion or transfer or which concern demotion, suspension, discipline or discharge:

1. The initial step is an informal discussion between the Union Shop Steward and the Supervisor directly involved. The purpose of such discussions shall be to reach a satisfactory disposition of the grievance. Many disputes can be settled by means of mature and sincere discussion at this level.
2. If a settlement cannot be reached at the first level, a formal written grievance may be submitted by a Union Business Representative or his alternate*. He will submit the written grievance directly to the Division Personnel Manager or Supervisor or his alternate*. The written grievance must be filed within 30 calendar days after the incident complained of or the date the employee became aware of the incident:
 - a. The Business Representative or his alternate will prepare the written grievance on the grievance form, which shall be numbered**.
 - b. The Division Personnel Manager or Supervisor or his alternate shall sign and date the form when he receives the grievance.
 - c. The Business Representative will retain the yellow copy without the Company's answer. Two copies will be taken by the Personnel man who must answer the grievance and return the completed yellow-orange copy to the Business Representative within the seven-calendar-day time limit from the date received. The Personnel man will retain the original white copy.

* Alternates for the Personnel Manager or Supervisor and the Business Representative may be appointed by the member he is to replace. Regular alternates may be appointed in advance and may become acting members with verbal notice. Notice of long-term absences or replacement of a regular member should be by letter.

** Grievances shall be numbered by Division or Department in sequence and on a yearly basis. For example, the 10th formal grievance filed in Coast Valleys Division during 1963 would be numbered ~~18-10-1963~~. The first number is the Division Code Number. As a grievance is processed through the grievance procedure it will be numbered in a similar manner for each step. Therefore, if the 10th formal grievance in Coast Valleys Division was referred to the Local Investigating Committee and it was the 2nd case considered that year it would receive the Local Investigating Committee No. ~~18-2-1963~~. In like manner, if the case was then referred to the Joint Grievance Committee and it was the 5th case considered that year by that Committee it would receive Joint Grievance Committee No. ~~18-5-1963~~.

18-63-10
18-63-2

18-63-10
JGT RTW

18-63-5
RTWYQT

3. The Business Representative and the Personnel man will attempt to settle the dispute in a manner which is consistent with the Agreement and its supplements. To do this, they must establish the limits of the grievance and the facts necessary to decide the grievance. The Business Representative and the Personnel man should be thorough in their fact finding. Joint discussions with the employees involved and review of pertinent material may assist them in arriving at a solution.
4. If a settlement is not reached by the Business Representative and the Personnel man, the Union may refer the grievance to the Joint Grievance Committee. To do this, the Business Representative shall within 14 calendar days after the receipt of the Company's written answer appeal the case. If this is not done within the time limit the case will be considered closed. When the case is appealed the Business Representative and the Personnel man will both sign and date the grievance form, indicating the step to which it will be referred. The Personnel man will notify the Chairman of the appropriate Joint Grievance Committee of the referral.

Procedure for Grievances Which Concern an Employee's
Qualifications for Promotion or Transfer or Which
Concern Demotion, Suspension, Discipline or Discharge

1. The first step is a formal written grievance submitted to the Personnel Manager or Supervisor or his alternate by the Business Representative or his alternate. If the grievance involves a discharge, the written grievance must be submitted within 14 calendar days of the effective date of the discharge. For all other cases the time limit for submitting a written grievance is within 30 calendar days from the date of the incident or from the date the employee became aware of the incident. When a grievance form is presented it will also be the request for reasons in writing as provided in Section 102.14.
2. The Personnel Manager or his alternate signs and dates the grievance form. He is then given two copies by the Business Representative. If the grievance involves a discharge, the Company's answer should be returned to the Business Representative within two work days of the date the grievance is received. In all other grievances the Company's answer should be returned to the Business Representative within seven calendar days.
3. If the individuals who represent the Company and the Union at the first level are also on the Local Investigating Committee, their initial investigation may be included as an Investigating Committee function. If this is not the situation, the Personnel man and the Business Representative will attempt to resolve the grievance as discussed in the section concerning general grievances, after which it may be referred to the Local Investigating Committee.
4. When a grievance which concerns an employee's qualifications for promotion or transfer or which concerns demotion, suspension, discipline or discharge is not settled at the first level, the

Local Investigating Committee must begin its investigation no later than 14 calendar days after the date the written grievance was first received by the Company.

5. The grievance form and any material developed at the first level should be turned over to the Investigating Committee.
6. The Local Investigating Committee has the responsibility to determine all the pertinent facts*** related to the grievance, evaluate these facts and arrive at a disposition of the grievance which is consistent with the Agreement and formally agreed-to supplementary material.
7. Local Investigating Committee Procedure:
 - a. The Union member of the Investigating Committee shall contact the Company member to discuss the grievance and establish a mutually agreeable beginning date for the investigation which will be within the prescribed time limits.
 - b. Each grievance taken under consideration will be assigned an Investigating Committee number.
 - c. The investigation may include interviews with the aggrieved employee and the Supervisor whose decision is involved in the grievance. Others may be interviewed only to establish facts or verify information which has a direct bearing on the grievance. The arrangements for employee interviews will be made by the Company member of the Committee.
 - d. The Investigating Committee will also consider related written material such as documents, etc.
8. When the Investigating Committee agrees to a settlement of a grievance, the members shall prepare a written decision which will be signed and dated by both members. Decisions agreed to by the Investigating Committee are final and binding upon the Company, the Union and the aggrieved employee, if any, provided the decision is consistent with the Agreement. Copies of the decision shall be sent to the Manager of Industrial Relations and the Business Manager of Local 1245, I.B.E.W.
9. If the Investigating Committee fails to settle the grievance:
 - a. The unresolved grievance must be referred by the Investigating Committee to the next step in the grievance procedure within seven calendar days of the date of disagreement if the grievance involves a discharge. All other grievances must be referred within 14 calendar days of disagreement.

***** Investigation of all the Facts:**

The facts of any grievance must first be analyzed in order to weigh and decide the merits of a grievance. Facts are things which are known to have been done or said, actual happenings or occurrences, locations, conditions, events - what actually took place as distinguished from what might or might not have happened. Facts are a narrative of the events involved in a grievance including such items as time, place, persons present or involved, what was said, what was done, what happened, and the causes.

- b. The Investigating Committee shall refer the grievance to the appropriate Joint Grievance Committee or, by mutual consent, refer it directly to the Review Committee. The members shall indicate the next step in the grievance procedure to which the case will be referred. This will be noted on the grievance form and signed and dated by both parties.
- c. When the grievance is referred to the next step in the procedure the members must jointly prepare a report, which they both sign and date, containing the following:
 - (1) Statement of the grievance and the correction requested.
 - (2) Statement of the facts established during the investigation.
 - (3) Notation of any disagreement about the facts.
 - (4) Statement of the investigating procedure - persons interviewed, their classifications and part in the grievance.
 - (5) Related written material or other evidence to be included as exhibits.
 - (6) Separate recommendations of the members.

The report is for the purpose of informing the members of the Committee at the next step of the status of the grievance. The report should specifically identify items in agreement and disagreement. If written or documentary evidence is included, it should be identified with the item it supports.

- d. Supplemental material not included in the investigating report and which is pertinent to the grievance may be submitted to the next step in the grievance procedure. However, all material submitted to the next step shall be exchanged between the Investigating Committee members.

Joint Grievance Committee

*The Committee through
JIT
RTW*

It is the responsibility of the Joint Grievance Committee to thoroughly consider all the evidence presented in an effort to reach a settlement of the grievance which is consistent with the Agreement. If the Committee is not supplied with adequate facts upon which to determine the disposition of a grievance, the Chairman may refer the grievance back to the lower levels of the grievance procedure to determine additional information, if available.

In addition to the appointed members of the Joint Grievance Committee, the Division Personnel Manager or Supervisor and the Business Representative may attend the Committee meetings as observers and counsellors for the respective parties. A reasonable number of guests may also be present.

1. The Joint Grievance Committees meet on a scheduled basis. Meeting dates and locations may be changed by mutual agreement of the Committee.

2. A special meeting shall be called if the Local Investigating Committee refers a grievance concerning a discharge to the Joint Grievance Committee and there is not a regularly scheduled meeting within 14 calendar days. The Union must make a written request to the Joint Grievance Committee Chairman for the special meeting and the meeting must be held within seven calendar days of the referral of the grievance.
3. The Committee shall consider all grievances properly processed through the grievance procedure and properly submitted. The members shall discuss all relevant areas of the grievance in the light of established facts. Every effort should be made to confine the discussion to the matter at hand and unrelated discussions should be avoided.
4. Division Joint Grievance Committees have an obligation to reach an agreeable plan or time table to discuss all grievances before the Committee. Where a difficult grievance remains unsettled or no disposition can be made after a reasonable time for discussion, the subject should be tabled to allow the Committee time to discuss any other items on the agenda. Prolonged discussion should not result in delaying action on other grievances which are entitled to consideration by the Committee.
5. Grievances considered by the Committee will be assigned a number in the sequence in which they are received.
6. Subjects may be considered during the general discussion to assist in settlement of problems before they become grievances, to overcome misunderstandings or to maintain good Company and Union relations.
7. The Committee minutes shall follow the format attached to Review Committee Decision No. 287. The starting and ending times for the meeting, attendance, subject of each grievance, positions of Company and Union and the disposition of each grievance shall be included in the minutes. Items under general discussion which do not refer to formal grievances need not be mentioned in the minutes.
8. Unresolved grievances may be referred to the Review Committee. If the grievance involves a discharge, the referral must be made within 14 calendar days. All other grievances must be referred within 30 calendar days.
9. The Committee's Secretary will prepare the grievances for the Review Committee using the following format:
 - a. The date the grievance was referred to the Review Committee.
 - b. Subject of the grievance.
 - c. Joint Statement of Facts.
 - d. Position of the parties: Union Company

e. References attached (exhibits should be numbered):

- (1) Copy of grievance form.
- (2) Correspondence.
- (3) Excerpts from the Joint Grievance Committee minutes.
- (4) Additional material.

f. The pages of the report should be numbered.

Eight copies of the report and cover letter should be addressed to the Chairman of the Review Committee and signed by the Chairman of the Joint Grievance Committee.

10. The Division Personnel Manager or Supervisor and the Union Business Representative shall review the referral report before it is submitted to the Review Committee. Each shall receive a complete copy of the referral report. The separate arguments shall not be submitted to the Review Committee. The arguments should be sent by the Company and the Union separately to their respective members of the Review Committee.