

## PACIFIC GAS AND ELECTRIC COMPANY

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

May 12, 1981

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

Attention: Mr. Jack K. McNally, Business Manager

Gentlemen:

Title 102, Step Six at Page 33 of the Agreement, deals with the appointment of an Arbitration Board and the procedure for submitting issues to arbitration.

It also provides that the Chairman shall "render a decision in accordance with the *appropriate* Submission Agreement."

The purpose of this letter of agreement is to incorporate the attached Submission Agreement in the Labor Agreement, Step Six, Paragraph A, by reference.

If you are in accord with the foregoing and the attachment and agree thereto, 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   
 Manager of Industrial Relations

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

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

May 21, 1981

By   
 Business Manager

IN ARBITRATION PROCEEDINGS

BEFORE \_\_\_\_\_

In the Matter of Controversy )  
 )  
 between )  
 )  
 PACIFIC GAS AND ELECTRIC COMPANY )  
 )  
 and )  
 )  
 LOCAL UNION NO. 1245, INTERNATIONAL )  
 BROTHERHOOD OF ELECTRICAL WORKERS, )  
 )  
 involving \_\_\_\_\_ )  
 )  
 \_\_\_\_\_ )

Arbitration Case  
No. \_\_\_\_\_  
SUBMISSION AGREEMENT

In accordance with Title \_\_\_\_\_, Step Six of the \_\_\_\_\_ Agreement (hereinafter "Labor Agreement") between PACIFIC GAS AND ELECTRIC COMPANY and LOCAL UNION NO. 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter "the parties"), the parties enter into the following Submission Agreement regarding that grievance designated as \_\_\_\_\_ Committee File No. \_\_\_\_\_ (hereinafter "grievance"), which the parties hereby agree to submit to arbitration pursuant to Title \_\_\_\_\_ of the Labor Agreement:

1. The grievance, and the arbitration proceedings held pursuant to this Submission Agreement, shall be referred to as Arbitration Case No. \_\_\_\_\_.

2. The parties have selected \_\_\_\_\_ to serve as Chairperson for the arbitration proceedings.

Two (2) Company and two (2) Union members will advise and consult with the Chairperson and will sit with him/her as a Board of Arbitration (hereinafter "Board") in hearing the grievance. The parties may at any time make substitutions in the representatives each originally named to serve on the Board. The parties may waive the attendance of either or both of their respective members at meetings of the Board and at the hearing to be held before the Board.

3. The grievance has been pursued through the grievance procedure contained in the Labor Agreement and is properly before the Board for hearing and decision.

4. The Board shall resolve only the ultimate issues(s) involved in the grievance and those issues which must necessarily be decided in order to resolve the ultimate issue(s). The specific ultimate issue(s) involved in the grievance is (are) stated in the attachment hereto.

5. The Board shall hold a hearing, or hearings, at which the parties may present evidence and arguments in support of their respective positions regarding the issue(s) before the Board for resolution. Formal notice need not be given of the time and place of the hearing. The hearing shall commence at \_\_\_\_\_

(Location)

at \_\_\_\_\_ .M. on \_\_\_\_\_

(Date)

and shall, if the Board deems necessary, continue at times and locations as the Board shall decide. Upon showing of good cause, any hearing date shall be changed at the request of either party, or the Chairperson.

6. There will be submitted to the Board in connection with the grievance copies of the Labor Agreement and this Submission Agreement which shall be marked and introduced into evidence as Joint Exhibits 1 and 2 respectively.

7. The hearings shall be informal, but will allow for the orderly presentation of each party's case. Notwithstanding any provisions of the Labor Agreement that may be construed to the contrary, employees attending the hearing(s) at the Union's demand or request shall be excused from work without pay.

8. The parties may at any time agree among themselves to resolve the issue(s) involved in this arbitration case and to withdraw them from arbitration and from the Board.

9. The Chairperson shall have the right and obligation to render a separate written decision in this arbitration case, together with a written opinion setting forth the reasoning and analysis by which (s)he arrived at the decision. When two (2) of the other members of the Board concur in the decision, that decision shall be final and binding upon the parties unless the decision adds to or modifies any of the provisions of this Agreement, or the arbitration proceedings and/or decision are contrary to applicable law governing arbitration.

A signed copy of the decision shall be served on both parties by the Chairperson, either personally or by registered or certified mail.

10. The Company and Union will share equally in the expense of providing a stenographic transcript of the hearing(s) and in

fees and expenses of the Chairperson in connection with this arbitration.  
All other costs and expenses will be borne by the party incurring them.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

PACIFIC GAS AND ELECTRIC COMPANY

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

By \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_

Name:

Title:

Attachment