

RC Procedure
10-4-73

102

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PACIFIC GAS AND ELECTRIC COMPANY

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I. WAYLAND BONBRIGHT
MANAGER
INDUSTRIAL RELATIONS

October 4, 1973

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

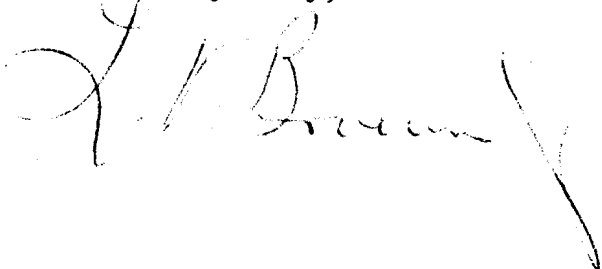
Attention: Mr. L. L. Mitchell, Business Manager

Gentlemen:

We are in receipt of the signed letter agree-
ment dated August 23, 1973 concerning the revisions of
the Review Committee procedure.

It is our understanding that grievances
received by the Review Committee on or after November 1,
1973 will be processed under the provisions of the
revised procedure.

Yours very truly,



DJB:rto

IBEW
1245

PACIFIC GAS AND ELECTRIC COMPANY

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August 23, 1973

Mr. L. N. Foss, Secretary
Review Committee, Local 1245
I.B.E.W., AFL-CIO
P. O. Box 4790
Walnut Creek, California 94596

Re: Review Committee Procedure Revisions

Dear Mr. Foss:

Reference is made to your letter of July 9 and attached proposed revisions of the Review Committee Procedure.

Our bargaining on this subject over the past year has dealt primarily with Union's requested revisions to our original proposal, principally with relation to that part of the proposal dealing with the concept of "suspension" of grievances. During this time, after discussions with you and meetings with your counsel, the Company has made significant changes to its original proposal to accommodate the Union's concern. Our concern today, as it was in the initial presentation of our proposed revision, was to preserve the long-standing relationship between the Union and the Company, which has always directed itself towards the goal of resolving problems even though some have proved difficult and considerable time has been required to accomplish this. At the same time, we recognize the need to answer and dispose of most grievances sooner than we are now doing. We believe that even though attaining these goals is still paramount, they should not be sacrificed to the outwardly appearing expediency of a timeclock procedure for settlement or arbitration. Although reluctantly abandoning the "suspension" concept, the most significant change to your proposal of June 28 that we propose in the attached revision is to preserve the means to flexibility, albeit, and I'm sure you will readily recognize this, either party will still retain the right to cut things off at any time and dump the matter in the lap of a third party for disposition.

Secondly, you will also note in the attached revisions that the Company has moved away from an historical position with regard to forfeitures worked merely by the fact that Company has failed to do something within a specified period of time without regard to right or wrong. Although our attitude with respect to such forfeitures in the administration of a Labor Agreement remains the same as it has in the past, the Company, as indicated,

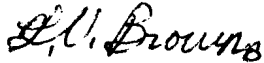
Mr. L. N. Foss
Local 1245, I.B.E.W., AFL-CIO

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is willing in this particular instance to accede to such a forfeiture clause as it seems to be a necessary point to the Union to arriving at a conclusion of these negotiations.

Notwithstanding our disappointment in your failure to accept the principles of "suspension", the Company believes that, as modified, our last offer, the attachment hereto, will meet our mutual concern, expedite the disposition of grievances, and preserve this long-standing relationship between the parties towards mutual resolution of problems. For this reason, the attachment has been prepared in its final form for execution by the parties. Should you have any questions or suggestions with regard to the implementing language, please do not hesitate to call me immediately.

Very truly yours,



L. V. BROWN, Chairman
Review Committee

LVB:RS
Attach.

REVIEW COMMITTEE PROCEDURE

Following extensive negotiations, the Union and the Company agree to the following Review Committee Procedure to implement the applicable provisions of Title 102 of the current Physical Agreement and Title 9 of the current Clerical Agreement, effective upon execution of this agreement:

I. Pre-Review Committee Procedure

- A. After the Company receives the file from the Local Investigating Committee or the Joint Grievance Committee, usual copies shall be submitted to the Union.
- B. Thereafter, and prior to docketing, the Secretary and the Chairman of the Review Committee shall meet at a mutually agreeable time and place for the following purposes:
 - (1) To allow Company to indicate whether or not it will implement the correction asked for. In the event Company takes such action, the grievance may, upon agreement of Union, be considered closed without prejudice; or
 - (2) To allow Union to indicate whether or not it will summarily reject the grievance. In the event Union takes such action, the grievance may, upon agreement of Company, be considered closed without prejudice; or
 - (3) To determine whether or not the file forwarded for review contains sufficient facts to enable the Review Committee to form a decision. In the event it is determined the file referred is incomplete, it shall forthwith and prior to docketing, be returned to the source of referral for correction or supplementation.

In the event that either party requests a Review Committee hearing, authorized in Section 9.10 of the Clerical Agreement and Section 102.11 of the Physical Agreement, such hearing will be scheduled for the earliest possible time, but the case will not be docketed for the purposes of the running of time limits in Part II of this Procedure until the hearing has been completed; or

- (4) To number and docket cases not disposed of by Subparagraphs (1), (2) and (3) above; and
- (5) To prepare a statement of issues and to endeavor to reach a preliminary understanding of grounds for settlement.

The parties shall endeavor to schedule the meeting here outlined within one (1) week of the next scheduled Review Committee meeting. Referrals received within five (5) working days prior to said meeting may, at the

option of either party, be set over until the following Committee meeting. Referrals received after the meeting between the Chairman and Secretary shall automatically be set over.

II. Review Committee Procedure

After the Pre-Review Committee meeting, referrals not disposed of shall automatically be added to the Agenda.

- A. Matters for which preliminary grounds for settlement have been reached in the Pre-Review meeting shall have priority over other matters referred. The parties shall, as expeditiously as possible, determine whether the preliminary grounds are dispositive of the matter. In event it is not, the matter shall be treated in the same manner as any other referral.
- B. Other Referrals - Within thirty (30) days of docketing a grievance, the Company shall submit in writing a "Preliminary Disposition" of all new referrals placed on the Agenda. Company may have a continuance for an additional thirty (30) days or until the next Review Committee meeting, whichever is later, to submit such Preliminary Disposition.
- C. After receipt of the Preliminary Disposition, Union shall have thirty (30) calendar days or until the next scheduled Review Committee meeting, whichever is later, to submit to the Company a "Counter-Preliminary Disposition."
- D. After receipt of Union's "Counter-Preliminary Disposition", a matter may, at the option of either party, be set over to the next scheduled Committee meeting if, in the view of either party, compromise or settlement appears possible. Within thirty (30) days thereafter or at the conclusion of the next scheduled meeting, whichever occurs later, the matter must be disposed of by mutual agreement, in writing, by one of the following methods:
 - (1) Settlement.
 - (2) Acceptance of Company's "Preliminary Disposition."
 - (3) Acceptance of Union's "Counter-Preliminary Disposition."
 - (4) Close the Review file, and remove it from its Agenda, by referral to the Business Manager of the Union and Company's Manager of Industrial Relations for the purpose of arriving at a consultative disposition of the issues involved.

In the event a matter is referred for consultative disposition and no such disposition is made within thirty (30) calendar days of receipt of such referral, such matter may, if requested by either party at any time within five (5) calendar days of the expiration of said thirty (30) calendar days, be filed for Arbitration pursuant to the applicable provisions of any Labor Agreement then in effect between the parties. If not so filed, or if said

time limits are not waived as provided for hereafter in Item E, the grievance shall be considered finally settled without prejudice.

(5) Referral to Arbitration.

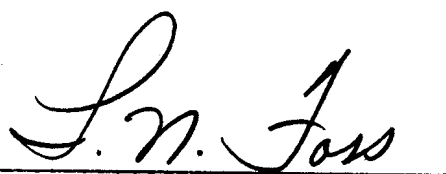
(6) Withdrawal of the grievance by Union without prejudice.

E. The time limits stated herein are maximum time limits and, although disposition in accordance with the six (6) options outlined in "D" above may occur at any time during these procedures, unless the parties mutually agree in writing to the waiver of the applicable time limitation in any specific instance the failure to strictly comply with any time limits provided herein shall result in:

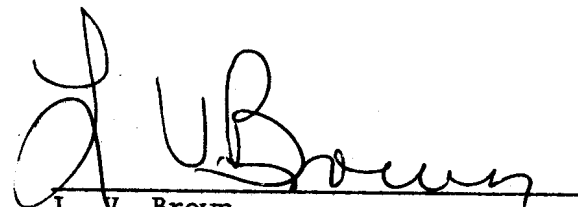
(1) Granting, at the option of the Union, of the correction sought by the grievance if Company does not submit its "Preliminary Disposition" within the time limits set forth in Item B of this Part II; or

(2) A final and binding disposition and the case considered closed, without adjustment and without prejudice.

It is further understood and agreed by the parties that this agreement may be terminated by either party by giving thirty (30) days' notice of such intent to the other party.



L. N. Foss
For the Union



L. V. Brown
For the Company