

PACIFIC GAS AND ELECTRIC COMPANY

PG&E

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March 8, 1974

Mr. L. L. Mitchell, Business Manager
 Local Union No. 1245
 I.B.E.W., AFL-CIO
 P. O. Box 4790
 Walnut Creek, California 94596

Re: Supplemental Grievance Procedure - Physical and Clerical Employees in Bargaining Units Represented by Local Union 1245, I.B.E.W. Except for General Construction

Dear Mr. Mitchell:

Pursuant to the discussions of the Company and Union Negotiating Committee, we propose the following revised supplemental grievance procedure for represented Division clerical and physical employees and represented employees in the Vice President and Comptroller's Organization. If a dispute over a subject listed in Section 102.6 of the Physical Labor Agreement or Section 9.5 of the Clerical Labor Agreement (hereafter collectively referred to as the Basic Labor Agreements) has not been resolved as provided for in Sections 102.7(a) and 9.6(a) of the Basic Labor Agreements, the within procedure will be used where applicable in lieu of the other provisions of Titles 102 or 9.

I FILING

Grievances subject to the provisions of this Supplemental Agreement shall be timely filed pursuant to the provisions of Section 102.6 or 9.5 of the Basic Labor Agreements.

A grievance filed pursuant to the provisions of Sections 102.7(b) or 102.8 of the Physical Labor Agreement or Sections 9.6(b) or 9.7 of the Clerical Labor Agreement, is timely filed when submitted by a Union Business Representative or his alternate (hereafter either is referred to as Business Representative) in writing on the form adopted for such purpose to the Division or Department Personnel Manager or his alternate (hereafter either is referred to as Personnel Manager).

II LOCAL INVESTIGATING COMMITTEE

Following the filing of a grievance, a Local Investigating Committee will be established. The Committee will be composed of the Personnel Manager, the Business Representative, the exempt Supervisor whose decision is involved in the grievance and the Shop Steward representing the department involved.

(1) The Personnel Manager and Business Representative will arrange for meetings of the Committee, at times and places convenient for the persons involved.

(2) The Committee shall meet as soon as reasonably possible and shall make a full and complete investigation of all of the factors pertinent to the grievance. If necessary to gain all of the information required to resolve the grievance, the Committee may hold investigative meetings with other persons

involved in the grievance. The Committee may, by mutual agreement, include the grievant(s), if any, in its discussion if it will be beneficial to the resolution of the grievance. However, the grievant(s) will not be a party to the disposition of the grievance, nor is his (their) concurrence required for the Committee to reach a settlement of the grievance.

(3)(a) Within twenty (20) calendar days following the filing of a grievance which does not concern an employee's qualifications for promotion or transfer, or his demotion, suspension, discipline or discharge, the Local Investigating Committee shall prepare a report of its findings which shall include: (i) a mutually agreed to brief narration of all of the events and factors involved in the dispute, and (ii) the Committee's mutually agreed to findings with respect thereto. If the Committee has reached an agreeable disposition of the grievance, the report shall also contain a statement to that effect and the reasons therefor. Such disposition shall be final and binding on the Company, the Union and the grievant(s), if any.

If the grievance is not resolved in twenty (20) calendar days following its being filed, either Company or Union may request "Certification to Fact Finding." If "Certification to Fact Finding" is not requested by either party, the grievance shall be automatically referred to the Division or Department Joint Grievance Committee.

The referral in either event shall be accompanied by the report referred to above, in addition to which shall be added either an agreed to summary or separate summaries of the reasons (facts or factors in dispute) why the Local Investigating Committee could not resolve the grievance.

If either party requests "Certification to Fact Finding," copies of the report and the request shall be forwarded to the Chairman and the Secretary of the Review Committee. If the Chairman and the Secretary of the Review Committee have not accepted referral of the grievance to Fact Finding within seven (7) calendar days following receipt of the request, or if the request is not received within the seven (7) calendar days following the expiration of time limits stated for resolution by the Local Investigating Committee, the grievance will be automatically referred to the Joint Grievance Committee.

(3)(b) Within ten (10) calendar days following the filing of a grievance which does concern an employee's qualifications for promotion or transfer or his demotion, suspension, discipline or discharge, the Local Investigating Committee shall prepare a report of its findings as set forth in Subsection (a) above.

If the grievance is not resolved in ten (10) calendar days following its being filed, the grievance must be referred to and accepted by the Fact Finding Committee. The referral shall be accompanied by the report referred to above, in addition to which shall be added either an agreed to summary or separate summaries of the reasons (facts or factors in dispute) why the Local Investigating Committee could not resolve the grievance.

III
FACT FINDING COMMITTEE

The Fact Finding Committee shall be composed of the Chairman of the Review Committee or his designate, the Secretary of the Review Committee or his designate (hereafter all referred to as either Chairman or Secretary), and the Personnel Manager and the Business Representative involved in the preceding step.

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The Fact Finding Committee may hold hearings or meet at such places and times as it deems necessary to resolve the grievance. If the grievance is resolved by the Fact Finding Committee before the expiration of the thirty (30) calendar days following the date of referral from the preceding step, the Committee shall issue an agreed to "Memorandum of Disposition," copies of which shall be distributed to each member of the applicable Department or Division Joint Grievance Committee, the members of the Fact Finding Committee, and to the grievant(s).

If the Fact Finding Committee has not settled the grievance within thirty (30) calendar days of accepting certification, it may, by mutual agreement of the Secretary and Chairman, be

- (1) referred to arbitration, or
- (2) referred to the Division or Department Joint Grievance Committee.

If neither (1) or (2) is mutually agreed to, the grievance shall automatically be referred to the Review Committee.

IV

DIVISION OR DEPARTMENT JOINT GRIEVANCE COMMITTEE

The Division or Department Joint Grievance Committee will be composed of three members appointed by Company and four members appointed by Union, one of which shall be an employee represented in the Clerical Agreement. The Vice President and Comptroller's Organization Joint Grievance Committee shall be composed of three members appointed by Company and three employees appointed by Union. The Committee shall, within thirty (30) calendar days following its next regularly scheduled monthly meeting date after receiving the referral and report of the Fact Finding Committee or the report of the Local Investigating Committee, whichever is applicable: (1) settle the grievance, or (2) refer the case to the Review Committee, or (3) either Company or Union may request certification from the Chairman and the Secretary of the Review Committee to refer the case directly to arbitration.

Any grievance which is not so settled within thirty (30) calendar days or if the Chairman and Secretary of the Review Committee have not approved the request for certification to arbitration within seven (7) calendar days after receipt of such request shall be automatically referred to the Review Committee.

A referral to Review Committee or request for certification to arbitration shall be accompanied by a joint summary of the discussions held at the Division or Department Joint Grievance Committee meeting(s) and a joint statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefor, and the disposition advanced by each.

V

REVIEW COMMITTEE ARBITRATION

Grievances referred to the Review Committee in accordance with the foregoing procedure will be acted upon in accordance with the provision of the Letter Agreement dated November 1, 1973, as last revised at the time of referral.

VI
EXTENSION OF TIME LIMITS

The purpose of providing for this procedure is to encourage the expeditious resolution of grievances. For this reason, the time limits provided herein are absolute. However, either the Company or Union members of any of the Committees provided for in each of the foregoing steps of this special grievance procedure may, upon showing good cause, request an extension of time in any of the foregoing steps which may be granted by the other. In no event shall any extension by either or both parties exceed one additional time period provided for at the step where the extension is granted.

VII
DEPARTMENT SHOP STEWARD

The Union may designate one of the Shop Stewards in each Department represented at a headquarters to be a part of this procedure. The foregoing shall not restrict Union's right to designate appropriate alternates. For the purposes of this Agreement, a Department will mean for the physical forces: Any group for which there is a negotiated separate line of progression as provided for in Exhibit VI of the Physical Agreement; and for the Division clerical forces: Customer Services Department, Division Operating Departments, and General Services Department; and for the Vice President and Comptroller's Organization: Plant Accounting Department, Corporate Accounting Department, Disbursement Accounting Department, Customer Accounting Department, Computer Operations Department, and the Processing and Control Section under the Assistant Comptroller-Processing.

In agreeing to the above supplementary grievance procedure, both Company and Union understand that it in no way supplants the provisions of Title 102 or 9 of the Basic Labor Agreements. And for this reason, either Company or Union may terminate this supplementary grievance procedure at the expiration of thirty (30) days following receipt by the other party of such notice of intent. Should either exercise the right to terminate at the end of the thirty-day period, all grievances pending at the expiration of such time period will be adjusted on the basis of the provisions of Title 102 or 9 of the Basic Labor Agreements.

If you are in accord with the foregoing 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 *D. W. Bonbright*
Manager of Industrial Relations

The Union agrees to the adoption of the foregoing provisions for a supplemental grievance procedure and the provisions for termination of said procedure by either party.

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

August 28, 1974

By *L. L. Mitchell*
Business Manager