

PACIFIC GAS AND ELECTRIC COMPANY

PGE

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

February 4, 1977

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

Amended by LA 79-15

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

Gentlemen:

The purpose of this letter agreement will be to establish a supplemental grievance procedure applicable only to the Department of General Construction. During the course of the general negotiations this year, Union and Company have thoroughly discussed the geographic and other problems attendant to investigating and resolving grievances in the General Construction Department, and the inapplicability of the supplemental grievance procedure established for Division employees in 1974. It is proposed, therefore, to establish the following procedure:

I. Local Investigating Committee

The Local Investigating Committee (LIC) will be composed of the Department's Personnel Manager and the Union's assigned Business Representative or their designate. However, when investigations and/or interviews must be conducted in the field by the LIC, the shop steward at the headquarters and the supervisor involved in the grievance will be allowed to participate in such investigations/interviews; however, they will not be permitted to vote on the disposition of the grievance. The LIC shall meet as soon as reasonably possible following the filing of a written grievance and shall make a full and complete investigation of all of the factors pertinent to the grievance. A copy of the grievance form will be forwarded to the Overview Committee. The LIC may interview persons directly involved in the grievance and shall reach a disposition of the dispute or prepare and forward a report of their findings to the Overview Committee, within the times provided below. The grievance must either be settled or the report must be received by the Overview Committee within 60 calendar days following the filing of a grievance which does not concern an employee's qualification for promotion, transfer or his demotion, suspension, discipline or discharge. Grievances involving the above enumerated matters shall either be settled or the report received by the Overview Committee within 30 calendar days following the filing of the grievance.

The LIC report shall contain: (1) a statement of the dispute; (2) a mutually agreed to summary narration of all of the events and factors involved in the dispute; (3) the Committee's mutually agreed to findings with respect thereto; and (4) a brief statement of each member concerning facts, factors or findings on which they are not in agreement. The report shall be signed by each LIC member.

II. Overview Committee

The Department's Joint Grievance Committee, as established in Title 102 of the Agreement, shall serve in the further capacity of an Overview Committee. The

Overview Committee shall meet monthly, generally before the Joint Grievance Committee meeting, if one is scheduled, and shall prepare a monthly agenda of all grievances referred to the LIC during the preceding month and those received earlier which are still unresolved. The agenda will set forth the status of each grievance. A copy of the agenda will be forwarded, within 10 calendar days following the meeting, to the Chairman and the Secretary of the Review Committee and, in addition to the foregoing, will indicate the disposition noted in the next following paragraph.

At each monthly meeting, the Overview Committee shall endeavor to resolve all grievances referred to it by the LIC. In the event any grievance which does not involve an employee discharge or suspension is not resolved, the Overview Committee shall: (i) refer the grievance to the Joint Grievance Committee for further disposition; or (ii) refer a grievance to a Fact Finding Committee comprised of the members of the LIC, and additionally, one other representative appointed by Union and one other representative appointed by Company. Any grievance which does involve an employee's discharge or suspension and is not resolved by the Overview Committee shall be referred to a Fact Finding Committee. A grievance which has been referred to the Fact Finding Committee will be disposed of by a majority of the members within 30 calendar days thereafter in one of the following ways: (i) by settlement; (ii) if the grievance does not concern the employee's discharge or suspension, by referral to the Joint Grievance Committee; or (iii) by referral to the Review Committee. The Chairman and the Secretary of the Review Committee shall be ex officio members of the Fact Finding Committee and may intercede as additional members of the Committee with the right to participate in the disposition of the grievance.

In any instance where the Fact Finding Committee cannot resolve the grievance within the time prescribed, the Fact Finding Committee shall prepare a supplemental report in the form provided above for the LIC. The report and the Committee's individual members' recommendation of settlement must be received by the designated Committee within 45 calendar days of the date the grievance was assigned to the Fact Finding Committee.

III. Joint Grievance Committee

The functions of the Joint Grievance Committee are set forth in Title 102 of the Agreement. In addition to these general functions and the provisions of paragraph II of this letter, the Committee will maintain a monthly agenda of all grievances received, and not previously disposed of, by the Committee, noting the nature of the grievance, its disposition or status. A copy of the agenda shall be forwarded to the Review Committee within 10 calendar days following the meeting.

A. Time Limits

Grievances referred to the Joint Grievance Committee shall be disposed of in one of the following ways, within 150 calendar days following the date the written grievance was filed with the LIC:

- (i) by settlement; or
- (ii) by referral to the Review Committee; or
- (iii) by prior agreement of the Chairman and Secretary of the Review Committee, referred to arbitration.

Referrals provided for in (ii) and (iii) shall be accompanied by a report in the form provided for in paragraphs I and II above and signed by at least one Union member and one Company member of the Joint Grievance Committee.

IV. Lack of Timely Disposition

It is the intent of the parties that the time limits set forth above for the disposition of grievances shall be strictly construed. Therefore, any grievance not disposed of in the times provided will be deemed to be filed with the Review Committee and subject, thereafter, to final and binding resolution or submission to arbitration by that Committee only.

V. Final Disposition

The disposition of a grievance in a manner provided above shall be final and binding on the employee, Company and Union.

In agreeing to the above supplementary grievance procedure, Company and Union understand that it in no way supplants the provisions of Title 102 of the basic Labor Agreement. For this reason, either Company or Union may terminate this supplementary grievance procedure at the expiration of 30 calendar days following receipt by either party of such notice of intent. Should either exercise the right to terminate, all grievances pending at the expiration of such time period will be adjusted on the basis of the provisions of Title 102 of the basic Labor Agreement.

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 *M. Babicht*
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

October 1, , 1977

By *Dean Cifer*
Business Manager