

PACIFIC GAS AND ELECTRIC COMPANY

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April 14, 1977

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

Re: Supplemental Grievance Procedure - Clerical Employees in
 Design-Drafting Represented by Local Union 1245, I.B.E.W.

Gentlemen:

Pursuant to the discussions of the Company and Union Negotiating Committee concerning the "folding in" of the newly represented clerical group in Design-Drafting, Company proposes the following revised supplemental grievance procedure for the Design-Drafting clerks. If a dispute over a subject listed in Section 9.5 of the Clerical Labor Agreement (hereafter referred to as the Basic Labor Agreement) has not been resolved as provided for in Subsection 9.6(a) of the Agreement, the within procedure will be used where applicable in lieu of other provisions of Title 9.

I
FILING

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

A grievance filed pursuant to the provisions of Subsection 9.6(b) or Section 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 Chief of Design-Drafting or his alternate (hereafter either is referred to as the Chief).

II
LOCAL INVESTIGATING COMMITTEE

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

(1) The Chief 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.

Notwithstanding the foregoing prohibition, with the consent of the Union's Business Manager or his designee, the members of the Local Investigating Committee may include the grievant where he is also the Shop Steward representing the department involved in the grievance. In this limited situation, the Shop Steward/grievant may be a party to the disposition of the grievance.

(3)(a) Within thirty (30) calendar days following the filing of a grievance which does not concern an employee's qualifications for promotion or transfer (except as provided in the next paragraph for inter-division postbids or transfer applications), or his demotion, suspension, or termination of employment, 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.

Inter-division postbids or transfer applications shall be subject to the further limitation, however, that the report of the employee's present Local Investigating Committee shall be forwarded within fifteen (15) calendar days from the date a report was requested by the bypassing Division and further, the latter Committee must dispose of the grievance, in a manner prescribed herein, no later than fifteen (15) calendar days thereafter.

If the grievance is not resolved in thirty (30) calendar days following its being timely 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 Review Committee.

The referral in either event shall be accompanied by the report referred to above. The referral shall also include 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 Review Committee.

(3)(b) Within fifteen (15) calendar days following the filing of a grievance which does concern an employee's qualifications for promotion or transfer (except as provided above for inter-division postbids or transfer applications), or an employee's demotion, suspension, or termination of employment, the Local Investigating Committee shall prepare a report of its findings as set forth in Subsection (a) above.

If such grievance is not resolved in fifteen (15) calendar days following its being timely filed, the grievance must be referred to and accepted by the Fact Finding Committee. The referral shall also include the report referred to above and 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 Chief and the Business Representative involved in the preceding step.

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 Committee and to the grievant(s), and such others as the Committee determines.

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

- (1) referred to arbitration, or
- (2) referred to the Local Investigating Committee.

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

IV 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.

V
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, if they agree that further determination of fact is required, 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.

VI
DEPARTMENT SHOP STEWARD

The Union may designate one of its Shop Stewards in the Department to be a part of this procedure.

VII
DISPOSITIONS FINAL

The disposition of any written grievance pursuant to the foregoing provisions and the procedures provided in Sections 9.6(b), 9.7, 9.9 and 9.10 of the Clerical Agreement, and as further provided for in the Clerical Job Grading Grievance Procedure, shall be final and binding on the Company, Union and the grievant.

VIII
TERMINATION

In agreeing to the above supplementary grievance procedure, both Company and Union understand that it in no way supplants the provisions of Title 9 of the Basic Labor Agreement. 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 9 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. Donbright*
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

By *A. L. Mitchell*
Business Manager

April 27, , 1977