

## PACIFIC GAS AND ELECTRIC COMPANY

PGE

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

May 15, 1980

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

Attention: Mr. Dean Cofer, Business Manager

Gentlemen:

Re: Revised Grievance Procedures

Pursuant to the provisions of Section 102.16 of the Physical Agreement, Section 9.15 of the Clerical Agreement, and our recent discussions with your office, we are enclosing the final, revised provisions for Title 102 of the Physical Agreement and Title 9 of the Clerical Agreement.

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

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

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

June 18, 1980

By *Dean Cofer*  
Business Manager

### 102.1 Statement of Intent - Notice

(9.1)

The provisions of this Title have been amended and supplemented from time to time. Company and Union have now revised and consolidated this Title in its entirety to provide a concise procedure for the resolution of disputes.

It is the intent of both Company and Union that the processing of disputes through the grievance procedure will give meaning and content to the Collective Bargaining Agreement.

The parties are in agreement with the policy expressed in the body of our nation's labor laws that the mutual resolution of disputes through a collectively bargained grievance procedure is the hallmark of competent industrial self-government. Therefore, apart from those matters that the parties have specifically excluded by way of Section 102.2 (9.2), all disagreements shall be resolved within the scope of the grievance procedure.

Union agrees to provide grievant(s) with a copy of any settlement reached at the grievant's last known address. Such copy shall be sent by certified, U.S. mail, or handed to the grievant, within 30 calendar days of the signing of the settlement.

### 102.2 Grievance Subjects

(9.2)

Disputes involving the following enumerated subjects shall be determined by the grievance procedures established herein:

(a) Interpretation or application of any of the terms of this Agreement, including exhibits thereto, letters of agreement, and formal interpretations and clarifications executed by Company and Union.

(b) Discharge, demotion, suspension or discipline of an individual employee.

(c) Disputes as to whether a matter is proper subject for the grievance procedure.

### 102.3 Time Limits

(9.3)

(a) Filing

It is the intent of Company, Union and the employees that timely filed grievances shall be settled promptly. A grievance is timely filed (i) when submitted by the Union Business Representative or his alternate (hereinafter 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 (hereinafter either is referred to as "Personnel Manager"); and (ii) within the following time periods:

(1) A grievance which involves the discharge of an employee must be filed not later than 14 calendar days after the employee is notified in writing of his discharge. Whether or not a grievance is filed, Company shall, at Union request, state in writing the reasons therefor within two workdays of such request.

(2) A grievance which does not involve the grievant's discharge must be filed not later than 30 calendar days after the date of the action complained of, or the date the employee became aware of the incident which is the basis for the grievance, whichever is later. The Company shall, at Unions request, state in writing the reason for an employee's discipline, demotion or suspension within seven calendar days of receipt of such request by Union.

The time limits set forth above for filing a grievance are absolute and may not be waived or extended. Failure to meet the time limits set forth above will have the same effect as the dismissal of a timely filed grievance concerning that incident with prejudice.

(b) Steps One Through Five

Extension of Time Limits

Either the Company or Union members of any of the Committees provided for in each of the following grievance Steps One through Five may, if they agree that further determination of fact is required, request an extension of time 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.

102.4 Finality  
(9.4)

The resolution of a timely grievance at any of the steps provided herein shall be final and binding on the Company, Union and the grievant. A resolution at a step below Step Five, while final and binding, is without prejudice to the position of either party, unless mutually agreed to otherwise.

(a) If an employee has been demoted, disciplined or dismissed from Company's service for alleged violations of a Company rule, practice or policy and Company finds upon investigation that such employee did not violate a Company rule, practice or policy as alleged, Company shall reinstate the employee and pay the employee for all time and benefits lost thereby plus interest on such reinstated pay in the amount of 7½% annum.

(b) In the event of a "continuing grievance" as set forth in Section 102.9 and Attachment A, a retroactive wage adjustment shall be made as provided therein.

(c) Provided further that nothing contained herein shall restrict or inhibit the parties or the Board of Arbitration from reducing the amount of a retroactive wage adjustment to an otherwise successful grievant where, in their absolute discretion, the equities of the situation do not call for the employee to receive a full retroactive wage adjustment.

(d) Adjustments

Company will make a reasonable effort to effectuate remedies provided for in a grievance settlement within 30 calendar days of such settlement.

102.6 Steps  
(9.6)

STEP ONE

SHOP STEWARDS

Except for disputes involving an employee's discharge, demotion, suspension, discipline or qualifications for promotion or transfer, the initial step in the adjustment of a grievance shall be a discussion between Union's shop steward (or grievant or Business Representative if no shop steward is assigned to his work area) and the foreman or other immediate supervisor directly involved. The foreman and shop steward may discuss the grievance with the general foreman or other supervisor of corresponding authority. The purpose of such discussion shall be to reach a satisfactory disposition of the grievance but shall not waive or delay the filing requirements set forth in Section 102.3 (9.3) above. Discussions shall be at such time and place as not to interfere with the work then in progress.

Shop stewards shall be employees of Company, and Union may designate as many shop stewards as it deems necessary for the proper administration of its affairs and for the administration of the provisions of this Agreement.

## STEP TWO

### LOCAL INVESTIGATING COMMITTEE

Immediately following the filing of a timely 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 interviews with other persons involved in the dispute. Except for good cause to the contrary, the grievant shall be permitted to be present during these interviews. The grievant will not be a party to the disposition of the grievance, nor is the grievant's concurrence required for the Committee to reach a settlement of the grievance. Grievant, however, does have the right to point out the existence of other facts or witnesses favorable to grievant's case.

Notwithstanding the foregoing prohibition, with the written 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 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.

Inter-division postbids or transfer applications shall be subject to the further limitation, however, that the report of the employee's present Division Local Investigating Committee shall be forwarded within 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 the manner described above, no later than 15 calendar days thereafter.

If the grievance is not resolved in 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 Division or Department Joint Grievance 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 rejected referral of the grievance to Fact Finding within seven calendar days following receipt of the request, or if the request is not received within the seven 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 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 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.

### STEP THREE

#### 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, and the Personnel Manager and the Business Representative involved in the preceding step.

The Fact Finding Committee shall 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 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, and such others as the Committee determines.

If the Fact Finding Committee has not settled the grievance within 30 calendar days 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 Division or Department Joint Grievance Committee; or
- (3) referred back to the Local Investigating Committee for further information and/or instructions as to the grounds for settlement; or

If none of the foregoing can be mutually agreed to, the complete grievance file shall be referred to the Review Committee.

### STEP FOUR

#### DIVISION OR DEPARTMENT JOINT GRIEVANCE COMMITTEE

(Applicable to Section 102.6 only)

A "Joint Grievance Committee" shall be established in each geographical Division, in the Materials Distribution Department, in the Pipe Line Operations

Department and in General Construction. Each Committee shall consist of three members appointed by the Company and three members appointed by Union except that the Committee appointed in General Construction shall consist of five members appointed by Union and five members appointed by Company. The three members appointed by Union to the Materials Distribution Committee shall include the member appointed to represent the office and clerical employees of such department. Employees who are appointed members of a Joint Grievance Committee shall be allowed only such time-off with pay as is necessary for attendance at the Committee's meetings.

There shall be no permanently established Joint Grievance Committee for the Communications and Building Departments of Company's General Office or for the Gas Meter Repair Facility at Fremont. Whenever a case is to be referred to a Joint Grievance Committee under this procedure in any of the above-named departments, a committee shall be established consisting of three members appointed by Company's Department Head and three members appointed by Union in addition to a Company-appointed Industrial Relations Representative and a Union-appointed Business Representative. The Committee thus established shall meet within ten workdays of its establishment and shall have all the duties and perform the same functions as a Division Joint Grievance Committee with respect to the grievance or grievances on its agenda.

(Applicable to Section 9.6 only)

To the Joint Grievance Committees established under the provisions of Section 102.6 of that certain Agreement between the parties hereto, dated September 1, 1952, as amended, for each geographical Division and the Department of Pipe Line Operations, Union may appoint one member who shall serve in addition to other members thereof and who shall represent the office and clerical employees of the Division involved. To the Materials Distribution Joint Grievance Committee, Union may appoint one member who shall serve with other members thereof and who shall represent the Materials Distribution office and clerical employees. Employees who are appointed members of a Joint Grievance Committee shall be allowed only such time-off with pay as is necessary for attendance at the Committee's meetings.

An additional Joint Grievance Committee consisting of three members to be appointed by Company and three members to be appointed by Union shall be established for the processing of grievances of employees in Company's Vice President and Comptroller's Organization. The Chairman of each Committee shall be appointed by Company and the members appointed by Union shall be employees of Company. The Chairman shall appoint a secretary to keep the minutes of the Committee's proceedings. Each Committee shall meet once each month, unless cancelled by mutual agreement, at a time and place to be designated by mutual consent of the members. Union members of each Joint Grievance Committee shall be allowed only such time-off with pay as is necessary for attendance at the Committee's meetings.

There shall be no permanently established Joint Grievance Committee for the Design-Drafting Department, the Mail Room of the General Office Building Department, Computer Operations Department and Reprographics Section. Whenever a case is to be referred to a Joint Grievance Committee under this procedure in any of the above-named departments, a Committee shall be established consisting of three members appointed by Company's Department Head and three members appointed by Union in addition to a Company-appointed Industrial Relations Representative and a Union-appointed

Business Representative. The Committee thus established shall meet within ten workdays of its establishment and shall have all the duties and perform the same functions as a Division Joint Grievance Committee with respect to the grievance or grievances on its agenda.

(Applicable to both Sections 102.6 and 9.6)

The Committee shall, within 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 30 calendar days or if the Chairman and Secretary of the Review Committee have not approved a request for certification to arbitration within seven calendar days after receipt of such request, the grievance 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 General Construction Joint Grievance Committee meeting and a joint statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefor, and the basis for settlement, if any, advanced by each.

#### STEP FIVE

#### REVIEW COMMITTEE

The Review Committee shall consist of four representative designated by Company's Manager of Industrial Relations, one of whom shall serve as Chairman of the Committee, and four representatives designated by the Union, one of whom shall serve as Secretary of the Committee. Company will not assume payment of any expense or lost time incurred by Union members of the Review Committee.

The Chairman of the Committee shall maintain an agenda of the current cases referred to the Committee. So long as there are cases pending on the agenda, the Committee shall meet at least once each calendar month. These monthly meetings shall be scheduled for the fourth Thursday of each month unless the Chairman and Secretary agree to meet more often.

#### A. Pre-Review Committee Procedure

After the Industrial Relations Department receives the file from the Local Investigating Committee, Fact Finding Committee or the Joint Grievance Committee, as provided for in the foregoing, four copies shall be submitted to the Union's Business Office. Thereafter, and prior to docketing, the Chairman and the Secretary 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 will, upon agreement of Union, be considered closed; or

- (ii) To allow Union to indicate whether or not it will summarily reject the grievance. In the event Union takes such action, the grievance will, upon agreement of Company, be considered closed; or
- (iii) To determine whether or not the file forwarded for review contains sufficient facts to enable the Review Committee to formulate a decision. In the event it is determined the file is incomplete, it shall forthwith, and prior to docketing, be returned to the source of referral for correction or supplementation.
- (iv) To number and docket cases not disposed of by subparagraphs (i), (ii) and (iii) above; and
- (v) To prepare a statement of issues and to endeavor to reach a preliminary understanding of grounds for settlement.

#### B. Review Committee Procedure

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

- (i) Cases for which preliminary grounds for settlement have been reached in the Pre-Review Committee meeting shall have priority over other cases. The parties shall, as expeditiously as possible, determine whether the preliminary grounds are dispositive of the matter. In the event it is not, the matter shall be treated in the same manner as any other referral.
- (ii) Other referrals - Within 30 calendar days of docketing a grievance, the Company shall submit, in writing, a "Preliminary Disposition" of all new cases placed on the Agenda. Company may have a continuance for an additional 30 calendar days or until the next Review Committee meeting, whichever is later, to submit such Preliminary Disposition.
- (iii) After receipt of the Preliminary Disposition, Union shall have 30 calendar days or until the next scheduled Review Committee meeting, whichever is later, to submit to the Company a "Counter-Preliminary Disposition."
- (iv) 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 30 calendar 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 Committee file and remove it from its Agenda by notifying the Company's Manager of Industrial Relations and the Union's Business Manager that the case is "suspended." Following such notice, the Union's Business Manager and Company's Manager of Industrial

Relations shall, within 15 calendar days, meet for the purpose of proposing an interim consultative disposition of the issues involved or, at their option, refer the case to an Ad Hoc Negotiating Committee as provided for pursuant to the provisions of Title 400 of the Physical Labor Agreement and Title 24 of the Clerical Agreement.

If a matter so suspended has not been referred to an Ad Hoc Negotiating Committee for interim negotiations within 15 calendar days of the receipt of the case from the Review Committee and, provided further, if no other disposition is made within that time period, the case may, within five calendar days of the expiration of said 15 calendar days, be filed for arbitration pursuant to the applicable provisions of the applicable Labor Agreement then in effect between the parties. If not filed for arbitration or if the 15-calendar-day limits are not waived as provided for hereafter, or if the grievance has not been withdrawn, the grievance shall be considered finally settled without prejudice.

If Ad Hoc Negotiations are agreed upon within the time periods provided, the Committee will meet and confer at the earliest date that can be arranged between them. The Committee will meet thereafter as often as both parties deem necessary to effect an early disposition of the issues involved. The Committee is empowered to render a final, binding disposition of the case. Such decision will be reduced to writing, signed by both Union and Company, and distributed by each to Union members and Company's management as each deems necessary to effectuate the decision.

If an Ad Hoc Negotiating Committee is unable to reach a disposition of the "suspended" case within 180 days of the date the case was suspended, and if within that period of time neither party has notified the other in writing of their intent to submit said case to arbitration, then at the expiration of said 180 days, the case shall be automatically closed without prejudice, unless there is mutual agreement that the case be terminated by other means.

While "suspended," the preliminary disposition proposed by either party may, upon mutual agreement of the parties, be placed into effect anywhere without prejudice to either party. If both have submitted preliminary dispositions that provide for different methods of resolving the issues, either or both may, by mutual agreement, be put into effect for the purpose of determining which, if either, is mutually acceptable to the parties as a solution.

To provide a favorable atmosphere for negotiating a settlement of the issue referred to an Ad Hoc Negotiating Committee and to encourage the trial of preliminary dispositions proposed by either Company or Union, the period of "suspension" will insulate Company from additional monetary liability, if that is involved in the case, in the following manner: The Ad Hoc Negotiating Committee is empowered to mutually determine in an appropriate case, the amount of retroactive wage adjustment which will accompany its disposition of the case. In no event, however, will such period of retroactive wage adjustment exceed the period of time beginning with the date the grievance was originally filed and ending with the 30th calendar day following the date the Union notifies Company of their election to "suspend."

The period of suspension shall end, and the insulation of Company of further liability shall cease whenever either party notifies the other of its desire to submit the case to arbitration.

- (5) Referral to arbitration.
- (6) Withdrawal of the grievance by Union without prejudice.
- (v) 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 the time limits provided above 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 (ii) of this Part B, or
  - (2) The closure of the case without adjustment and without prejudice.
- (vi) Either party may request a Review Committee hearing. Such hearing will be scheduled at the earliest time possible, but shall not delay or extend the running of time limits set forth in Part B of this Procedure.

#### STEP SIX

#### ARBITRATION

##### A. Tripartite Board

Either Company or Union may request, within the time limits provided in the foregoing steps, that a grievance which is not settled at one of the steps provided above be submitted to arbitration.

An Arbitration Board shall be appointed on each occasion that a grievance is timely submitted to arbitration pursuant to the foregoing provisions of this Title. The Board shall be composed of two members appointed by Company, two members appointed by Union, and a fifth member appointed pursuant to the procedure set forth in the following Subsection B. Such fifth member shall act as Chairman of the Arbitration Board and conduct hearings and render a decision in accordance with the appropriate Submission Agreement.

##### B. Selection Procedure

The parties to an arbitration proceeding will make a good faith effort to mutually agree to the selection of the Chairman. If they cannot, each party shall nominate two candidates from the panel established by Company and Union, Subsection C. If the parties are still unable to agree upon the selection of a Chairman, then the Chairman shall be chosen by lot from the panel names submitted.

##### C. Panel of Arbitrators

A panel of not more than ten arbitrators shall be established and renewed annually by the Company and the Union on January 1 of that year. Each party shall have the right to name five panelists who will remain on the panel during the calendar year.

**102.7 Individual Dispute Adjustment**  
**(9.7)**

Pursuant to the provisions of Subsection 9(a) of the Labor Management Relations Act of 1949, as last amended, no provision of this Title shall be construed to restrict or prohibit an individual employee or group of employees from presenting his disputes to Company and to have such disputes adjusted without the intervention of Union, provided that the adjustment shall not be inconsistent with the terms of this Agreement, and that Union shall be given an opportunity to be present at such adjustment.

An employee's election under this Section shall not preclude his later consenting to Union's filing a grievance on his behalf if the employee is not satisfied with the results. Such grievance, however, must be filed within the time limits provided in Section 102.3 (9.3), and such time limits are not delayed or suspended by the grievant's original choice to pursue the dispute without Union's intervention.

Unless the employee consents to Union's later filing of a timely grievance, the procedures and grievance "steps" set forth in the foregoing Sections of this Title are not available to the employee.

**102.8 Enabling Clause**  
**(9.8)**

By written agreement between Company and Union, other provisions may be substituted for or added to the provisions of this Title.

**102.9 Attachments**

In addition to the provisions of Section 105.5 of this Agreement, the Master Apprenticeship Agreement, the Benefit Agreements, Training Agreements, and other special agreements that may be executed from time to time under Section 102.8, the provisions of this Title shall also include the following attachments which are set out elsewhere in this Agreement.

(a) Continuing Grievances

(b) General Construction Department Supplemental Grievance Procedure

**(9.9)**

In addition to the provisions of Section 20.1, the Benefit Agreements, Training Agreements and other special agreements that may be executed from time to time under Section 9.8, the provisions of this Title shall also include the following attachments which are set out elsewhere in this Agreement.

(a) Continuing Grievances



# PACIFIC GAS AND ELECTRIC COMPANY

PG&E + 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6567

May 15, 1980

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

Attention: Mr. Dean Cofer, Business Manager

Subject: Revision of February 4, 1977 and February 21, 1979,  
General Construction Department  
Supplemental Grievance Procedure

Gentlemen:

Pursuant to the revised provisions of Section 102.8 and 102.9, and following discussions with your representative and General Construction, we propose the following revisions of the above-subject supplemental grievance procedure for General Construction:

## I. LOCAL INVESTIGATING COMMITTEE

The Local Investigating Committee (LIC) for General Construction will be composed of the Department's Personnel Manager and the Union's assigned Business Representative or their designee. However, when investigations and/or interviews must be conducted in the field by the LIC, the Shop Steward and the Supervisor involved in the grievance will be allowed to participate in such investigations/interviews. Their participation will be in an advisory capacity, and they will not vote on the disposition of the grievance.

The LIC shall meet as soon as reasonably possible after the filing of the grievance. The LIC shall make a full and complete investigation of the pertinent facts and draft a report of its findings immediately following the conclusion of the investigation.

The grievance must be either settled or the report must be received by the Joint Grievance Committee within 60 calendar days following the filing of a grievance which does not concern an employee's demotion, suspension, discipline or discharge. Grievances involving the above enumerated matters shall either be settled or the report received by the Joint Grievance 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 the events and factors involved in the dispute
3. The LIC's mutually agreed to findings
4. A brief statement of position by Company and by Union
5. A brief statement on behalf of each party regarding facts, factors or findings that they have not agreed to
6. Signature of the report by each member

**II. JOINT GRIEVANCE COMMITTEE**

The functions of the Joint Grievance Committee (JGC) are set forth in Title 102 of the Agreement. In addition to these general functions, the Committee will maintain a monthly agenda of all grievances at the LIC and JGC level. The nature of all grievances and their dispositions or status will be noted on the agenda.

Grievances referred to the JGC shall be disposed of in one of the following ways (within 120 calendar days following the filing dates of grievances which do not concern the employee's demotion, suspension, discipline or discharge; within 90 days for grievances involving the above enumerated matters):

- A. By settlement
- B. By referral to the Review Committee

Referrals shall be accompanied by the LIC report as provided in I. (1-6) and signed by at least one Union member and one Company member from the JGC.

**III. 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 either party at that level.

**IV. 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 procedure at the expiration of 30 calendar days following receipt by either party of such notice of intent. Should either party 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. Time limits for grievances filed prior to

January 1, 1979, will be a maximum of 150 days from the filing date to settlement or referral to the Review Committee.

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 *W. Bonbright*  
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

June 18, 1980

By *Near Cofler*  
Business Manager