

PACIFIC GAS AND ELECTRIC COMPANY

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November 13, 1984

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

Attention: Mr. Jack McNally, Business Manager

Subject: Revision of May 15, 1980 and June 18, 1980
General Construction Department Supplemental Grievance Procedure

Gentlemen:

Pursuant to the provisions of Sections 102.8 and 102.9, and following discussions with your representatives 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.

By mutual agreement, the time limits for the LIC may be extended 30 days if it is determined that further facts are required for grievances involving demotion, suspension, discipline or discharge.

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 or within 120 days if the LIC's time limits have been extended):

- 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.

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. B. Bright*
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

Dec 31, 1984

By *Jack McKinley*
Business Manager