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FOR INTRA - COMPANY USES

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From Division or Department

INDUSTRIAL RELATIONS
741 x 742

FILE NO.

RE LETTER OF SUBJECT

Union Representation During Counselling

To Division or Department

August 12, 1983

DIVISION PERSONNEL MANAGERS

MESSRS. G. H. ASTER
L. C. BEANLAND
R. F. CAYOT
G. L. CLERK
E. M. CONWAY
G. W. CRYER
B. A. DAMELE

T. C. GIGLIOTTI
H. E. HABERMAN
R. D. MANNING
L. M. MELLETT
W. K. SNYDER
C. SOUTHARD
C. P. TAYLOR
C. E. WELTE

Reference is made to our letter dated November 24, 1981, concerning Union representation. As stated there, it is the Company's policy to offer an employee the opportunity to consult with a Union Shop Steward prior to and during a counselling interview with the employee.

A recent unfair labor practice complaint filed with the National Labor Relations Board involves conduct during a discussion with an employee. In that case, it is alleged that a Union Business Representative contacted a Company supervisor and requested that the supervisor discuss certain safety matters raised by an employee. The complaint further alleges that, during the discussion, the supervisor questioned the employee why the employee had contacted the Union first.

A copy of the settlement is attached. While the supervisor may inquire as to why the employee did not report the potential hazard to the supervisor, the supervisor may not question the employee whether the hazard was reported to the employee's Union. An employee's relation with his/her authorized Union Representative is closely guarded by Federal law. In short, it is impermissible for a supervisor to question an employee as to matters involving a Union.

We recommend that you review the November 24, 1981 letter with your supervisors and advise them that it is Company's policy to observe Federal law and that they are not permitted to question employees on any subject that bears on the employee's relations with a Union.


I. WAYLAND BONBRIGHT

LVBrown(1165):ml

cc: JSCooper JBStoutamore
 FCBuchholz ECSuess
 Luchaff

8-14-82
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JIC

PACIFIC GAS AND ELECTRIC COMPANY

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

I. WAYLAND BONBRIGHT
MANAGER
INDUSTRIAL RELATIONS

TO ALL SUPERVISORS AND EMPLOYEES:

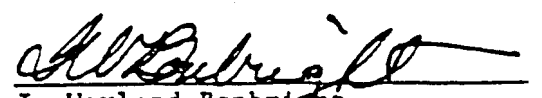
Pacific Gas and Electric Company
Case No. 20-CA-17757

As some of you may be aware, the Company has been the subject of an unfair labor practice charge filed by a bargaining unit member. While we do not admit to any wrongdoing, we have agreed to post the information contained herein for a period of sixty days as an administrative settlement of the matter:

Pacific Gas and Electric Company's safety rules provide that Meter Readers and all other employees are required to immediately inform their supervisors of possible or potential safety hazards that they observe on the job.

In the course of discussing such matters with employees, supervisors may not question the employee as to whether they have presented the safety complaint to their union. In addition to the foregoing, it is also understood that the National Labor Relations Act gives all employees the following rights, which we will not interfere with:

- To organize themselves;
- To form, join, or help unions;
- To bargain as a group through a representative they choose;
- To act together for collective bargaining or other mutual aid or protection;
- To refuse to do any or all of these things.


I. Wayland Bonbright
Manager of Industrial Relations

In the Matter of Pacific Gas & Electric Co.
Case No. 20-CA-17757

SETTLEMENT AGREEMENT

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

POSTING OF NOTICE—Upon approval of this Agreement, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees / members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notice to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, the employer willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting.

COMPLIANCE WITH NOTICE—The Charged Party will comply with all the terms and provisions of said Notice.

~~**BACKPAY**—The Charged Party will make retroactive pay to the employees affected by the violation of the Act. The amount of backpay shall be determined by the Regional Director.~~

NON-ADMISSION -- The execution of this Agreement does not constitute an admission by the Charged Party that it has violated the National Labor Relations Act, as amended.

REFUSAL TO ISSUE COMPLAINT—In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 10 days thereof. This Agreement is contingent upon the General Counsel sustaining the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case, as well as any answer(s) filed in response.

PERFORMANCE—Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of advice that no review has been requested or that the General Counsel has sustained the Regional Director.