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Resolution Concerning PG&E's Anti-union Bargaining Tactics against ESC Local 20, IFPTE

Whereas, Pacific Gas and Electric Company (PG&E) has held a long history as a decent union employer, with decades of collective bargaining history with several labor unions, including Engineers and Scientists of California, Local 20 IFPTE; and Whereas, ESC Local 20 represents 2,700 technical and professional employees at PG&E, serving this company and our communities by helping to provide safe and reliable gas and electric service; and

Whereas, during 2011, 100 Engineers and other professional employees voted for representation by ESC Local 20 in federally-supervised elections, including the 41 Engineers and IT Analysts in PG&E's "SmartMeter Operations Center;" and Whereas, PG&E's proposals in bargaining for these employees, especially the SmartMeter Engineers, would place them into a third-class status, with none of the rights enjoyed by all other unionized employees at PG&E, such as:

- No access to annual pay increases which are guaranteed to PG&E's entire unionized workforce, and
- No right to job security in the event of layoff or re-organization, and
- No rights to "just cause" protections for discipline, and
- No right to bid for other union jobs, unlike all of their union brothers and sisters, and
- No protection from the assignment of bargaining unit work to outside contractor and temporary employees; and

Whereas, PG&E's proposed "Role of the Union" clause would ban all job actions and require the Union to discipline its own members who engage in protected concerted activities in the worksite, reading

the Union shall order said employees to cease and desist from said action immediately and, in good faith and to the full extent of its power under the Union's Constitution, use its best efforts to bring such unlawful action to a stop; and

Whereas, PG&E's proposed "Management Rights" clause is over a page long, and includes

the right to determine, and from time to time, to re determine, the number, types and locations of its operations, and the methods, equipment and processes to be employed; to discontinue or automate methods, equipment, processes or operations; the right to determine the qualifications for employees, and to select its employees; to determine the size and composition of its workforce, to determine production and work schedules and methods of work and production; to require attendance at training sessions; to determine the number and type of equipment, machinery, materials and supplies to be used or operated and the products to be prepared, processed or sold or the services to be rendered or supplied; to hire, promote, transfer, assign, lay off, and recall employees to work; to reprimand, discharge, or otherwise discipline employees; to determine job content and the amount and type of work needed; to determine and make the assignments of work; to schedule the hours to be worked on each job in each location and in each shift; to expand, reduce, alter, combine, transfer, assign or cease any job, job classification, department, or operation; to determine the amount of supervision necessary; to control and regulate or discontinue the use of supplies, equipment, machinery and process and any other property owned, used, leased or possessed by the Company; to establish, modify and enforce reasonable rules or regulations, policies and practices; to

introduce new, different or improved methods, means and processes of transportation, production, maintenance, service and operation; and otherwise generally manage the operation and direct the workforce; the Company's failure to exercise any function or right in any particular way shall not be deemed a waiver of its rights to exercise such function or right, nor to preclude the Company from exercising the same, in some other way not in conflict with the express provisions of this Agreement; and

Whereas, ESC Local 20 has specifically and repeatedly requested PG&E to treat these new members of the Union like all other members of the Union, with the same rights, no more and no less, but PG&E has completely refused to do so and presents its offensive proposals without any legitimate business reason,

Therefore be it Resolved, that the San Francisco Labor Council condemns PG&E's bargaining proposals for the new members of ESC Local 20, and demands that PG&E retract these offensive proposal and issue proposals more in line with the Company's values and long-time bargaining history, and

Be it Further Resolved that the San Francisco Labor Council will communicate this message to PG&E and will seek assistance from other labor and community organizations, and community leaders such as elected officials in order to press PG&E to bargain fairly with all newly organized members of ESC Local 20, IFPTE.

Submitted by Dominc Chan, IFPTE 20, and adopted by the Executive Committee of the San Francisco Labor Council on March 4, 2013.

Sincerely,



Tim Paulson
Executive Director

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