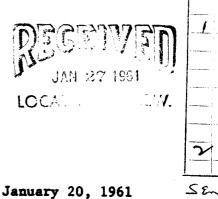
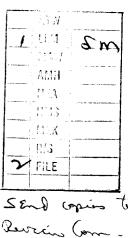
PACIFIC GAS AND ELECTRIC COMPANY

INDUSTRIAL RELATIONS 741.5

Review Committee File Number 256 DeSabla Division Grievance Number 66





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MR. S. C. ANDERSON, Chairman DeSabla Division Joint Grievance Committee

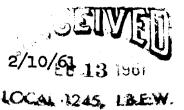
At its last meeting the Review Committee reached a decision in regard to your Grievance Number 66.

Following receipt of this grievance in Review, Company and Union negotiated a Ditch Tender classification which should alleviate the occurrence of similar grievances in the future. In view of this, we are returning the grievance for local settlement with the recommendation that the expenses requested by grievant be approved for payment.

> V. J. THOMPSON, Chairman Review Committee

LVB:djf cc:EFS CLY LLM (3)





Subject; mf Settlement of Review Comm Gr # 256 De Sabla # 66- Selberg.

In a recent phone conversation, Delores requested that I inform the office concerning action taken in the Division on the above referred to grievance, referred back to division joint committee by Review Committee for settlement

During the February 9,1961 meeting of the division joint committee, the letter from V.J. Thompson making referral back together with recommendations for settlement was read.

It was agreed by Company to settle the grievance according to request for settlement made in the grievance at the time it was filed.

There were two issues involved in the original grievance;

1- Payment be the aggrieved employee for one hour travel time at the overtime rate of pay?

In settlement, company agreed to pay this as requested.

2- Request that Company make provision to provide employees with meals to which they are entitled when called out

In settlement, it was agreed that the newly negotiated "Ditch Tender" classification placing these people in an "other than Resident employee categery" would satisfy this portion of the settlement in that, under the provisions of the new classification definition, Company's obligation to provide such meals is clearly outlined in the contract and Company stated it to be its position to conform to the provisions setting forth such obligation"

Company stated that in agreeing to make such settlement, they were not recognizing that contract language placed any obligation upon them to make such settlement, but that they were doing so for the sole purpose of improving employee relations with the company, and that the settlement agreed to was in the nature of a "gift" to the man involved, rather than payment of an obligation.

Union stated it to be Union's position that the grievance had been filed for the purpose of getting the money for the man and providing for provision of meals on future **EXAMP** occasions, and that if it could be agreed that this would be done, Union had no intention of quibbling over words.

It was agreed that the above settlement satisfied the grievance and that upon receipt of the money by the aggrieved employee, the case could be considered as closed.

RIM. RIDIN







## PACIFIC GAS AND ELECTRIC COMPANY

2+5 Market Street San Francisco 6 SUtter 1-4211

In reply please refer to

December 8, 1960

Local Union No. 1245 International Brotherhood of Electrical Workers, AFL-CIO 1918 Grove Street Oakland 12, California

Attention Mr. Ronald T. Weakley, Business Manager

Gentlemen:

62-6217

Our proposed letter agreement dated December 1, 1960, is hereby withdrawn.

During the last few years there has been a tendency to discontinue the residence requirements for some Ditch Patrolmen and to establish the headquarters of these employees at regular Company headquarters rather than adjacent to the employee's home. Under these circumstances, it would seem unnecessary to consider as resident employees certain employees presently classified as Ditch Patrolmen. Therefore, Company proposes to establish the classification of Ditch Tender and to reclassify certain Ditch Patrolmen to this classification without posting the new jobs for bid since there will be no actual vacancies.

The proposed job definition and wage rate are as follows:

Ditch Tender

An employee who cleans and makes minor repairs to canals, flumes, gates and other structures and patrols and operates sections of a canal as assigned, being responsible for the flow of water therein. He shall install and maintain measuring devices and regulate diversions to customers and may be required to operate a chlorination plant. In addition, he may be required to perform the duties of a Lake Tender.

Wate Rate

Start			\$ 95.20	per	week
End	6	Months	\$ 98.05		
End	1	Year	\$100.90		

## Local Union No. 1245

-2-

Hours of Work

Company and Union are in accord that a Ditch Tender may be required to work a schedule of workdays other than Monday through Frider or Tuesday through Saturday.

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

Industrial Relations By\_\_\_\_\_ Manager

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

Sucember 21, 1960

Business Manager By