

COPY

**INDUSTRIAL RELATIONS
741.5**

**Review Committee File No. 382
Humboldt Division Grievance No. 19-44**

PC 382

December 24, 1962

**MR. D. B. STEPHENS, Chairman
Humboldt Division
Joint Grievance Committee**

The Union has informed Company that it is withdrawing the above subject grievance from the Review Committee agenda. A copy of Union's letter is attached for your information.

It will be in order for you to note in the minutes of your next Joint Grievance Committee meeting that the subject grievance has been withdrawn.

V. J. Thompson

**V. J. THOMPSON, Chairman
Review Committee**

**LWBrown:RS
Attach.**

**cc: CLYager
EWSibley
✓ LHMitchell**

382

December 17, 1962

Mr. V. J. Thompson, Chairman
Review Committee
Pacific Gas & Electric Company
245 Market Street
San Francisco 6, California

Dear Mr. Thompson:

The Union's members of the Review Committee offer the following comments regarding the situation which gave rise to the filing of R. C. File #382 (Humboldt Division Grievance #19-44):

We can recognize that the factual situation as presented in this case could be considered to be such that the issue is borderline and either side could have acquiesced without jeopardy to their position.

We believe the Division to have taken a highly technical and legal approach in answering this grievance. We feel this compounded the difficulty in this case and caused its referral to the Review Committee.

The overriding principles in applying meal provisions to work during normal hours are stated in Section 104.1. Since its inclusion in the Agreement, it has provided a basis for developing answers on many borderline cases and has, in effect, modified the literal and rigid application of various sections of the Meals Title.

The Division's failure to provide assurances to the men that a meal would be provided in another instance which involved a longer time factor appears to us to be arbitrary and unreasonable when reviewed in light of the intent expressed in Section 104.1.

The Union believes that modification as indicated by Section 104.1 is a more realistic approach to providing meals during the normal hours. Yet, this approach must be mutual if it is to be used at all. We are certain that our members have not resorted to legalistic applications

V. J. Thompson

-2-

December 17, 1962

where storm conditions and other difficulties have created problems for the Company in providing meals by the clock. Reciprocal recognition must be given to meet employees' needs if we are to avoid technical and legal applications by both parties to the Agreement.

While we are withdrawing this case from our file and will consider it closed, we consider the responsibility of Company to provide a meal in a similar circumstance where the time element was greater to be clearly stated under the intent expressed under Section 104.1.

Very truly yours,

L. L. Mitchell, Secretary
Review Committee

LLM:do
cc: WM Fleming
RW Fields