

INDUSTRIAL RELATIONS 741 5

Review Committee Files Ses. 514 and (515) Stockton Division Scievances Ros 15-63 S and 16-63-9

June 2, 1964

MR. T. J 31ANUCCI. Chairman Stockton Division Joint Grievance Committee

The Union has retancly informed the Company members of the Raview Committee that the above subject grievances have been withdrawn from the agenda of the Review Committee. We are enclosing a copy of the buton's statements of withdrawal for your information

It will be in order for you to note in the minutes of your next Division Joint Grievance Committee meeting that these cases are considered closed.

L. V. BROWN, Chairman keview Committee

LVB: RS

cc: VIThompson EFSIbley CLYager GLWorks LLMitchell INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

1918 Grove Street

Cakland 12, California

LOCAL UNION 1245

May 18, 1964

Mr. L. 7. Brown, Chairman Review Committee Pacific Gas & Electric Company 245 Market Street San Francisco ó, California

Dear Mr. Brown:

The following Raview Committee cases are being withdrawn by the Union for the reasons noted on the enclosed statements:

R.C. 438 - Coast Valleys Division Grievance #18-222 - Coast Valleys Division Grievances #18-224 & #18-225 R.C.#443 - Comet Valleys Division Grievance #18-63-5 R.C.#485 - San Francisco Division Grievance #2-63-9 - San Francisco Division Grievance #2-63-15 (L.I.C.#) R.C. #486 R.C. #520 8.0. 1488 - San Francisco Division Grievance #2-63-15 (G/C #) R.C.#490 - Merth lay Division Grievance #4-53-12 2.C. \$344-54-37 - Morch Bay Division Grievance M-64-2 R.C. #500 - San Francisco Division Grievance #2-63-13 R.C. 4514 - Scockton Division Oxiavance 716-63-3 R.C. 3515 - Brockton Division Grisvance 715-53-9 3.C. 7535-64-28 - Sacramento Division Grievance 26-63-3

Tery truly yours,

St. S. Mitchell, Jackstray

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Review Committee File No. 314 Stockton Division Grievance No. 16-63-8

Review Committee File No. 515/ Stockton Division Grievance No. 16-63-9

Union is withdrawing R. C. #514 and R. C. #515 from the file and will consider these cases closed. It is our feeling that as a matter of contractual right, there is no basis for the adjustment which is sought. We believe that to charge sick leave to a period of absence from normal work time created by long hours of work, or interruptions in proper rest by reason of work assignments, would violate the principle of adequate rest which was sought when Section 208.11 was negotiated. It is recognized that Section 208.11 does not provide this principle in all cases of work assignments during normal hours of rest due to specific time requirements which, by stipulation in this Section, must be met before a paid rest period is provided during normal hours of work. These conditions were not met in these instances.

We do believe that if consideration were to be given to the equities of these cases, some compensation would be justified when the loss of time was as a result of fatigue created by conditions where normal rest was lost in providing a valuable service for the Company. It would seem simple justice would indicate the matter of payment should have been based on a review of the special circumstances and merits in these cases rather than denying payment merely because there is no contractual obligation. People have been given time off with pay in other situations for much less substantial or urgent reasons.

L. L. Mitchell, Secretary Review Committee

May 18, 1964