

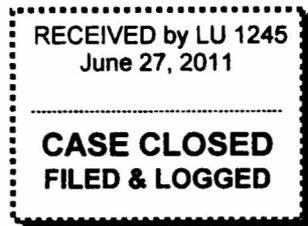


REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 94696
(707) 452-2700

DOUG VEADER, CHAIRMAN
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

F. E. (ED) DWYER Jr, SECRETARY

Pre-Review Committee No. 19491 Energy Delivery – Electric T&D - Oakport

Michelle Roberts
Company Member
Local Investigating Committee

Lula Washington
Union Member
Local Investigating Committee

Subject of the Grievance

Management is denying reimbursement for meal items and/or revoking P-cards for failing to reimburse the Company for additional menu items ordered and for excessive overtime meal costs.

Facts of the Case

The first grievant had three issues as follows:

On the first occasion he ordered a rib-eye steak that came with mashed potatoes and vegetables, a coke, bowl of clam chowder and apple pie. The price of the meal was \$38.85. The Company did not pay for the chowder, \$6.95.

On the second occasion there was an item on the receipt that does not appear on the menu and the grievant was asked to payback \$8.48.

On the third incident the receipt was for \$33.65 and consisted of soup, pork chop with risotto and broccoli, lemon passion cake, and tea. The grievant was asked to payback \$4.95 for the soup.

The second grievant in this case had a bill for \$32.27 and the meal consisted of a bowl of chowder, rib-eye steak, which was served with potatoes and green beans and he also had tea. The \$6.95 plus tax for the chowder was requested to be reimbursed to the Company.

The third grievant had three issues as follows:

On the first occasion he had a bill for \$43.26. This included soup, bistecca filet, lemon passion cake and a soda. The grievant was not reimbursed for \$4.99 for the soup.

On the second occasion he submitted had a receipt for \$41.85. This included French onion soup, prime rib, dessert, and a beverage. The prime rib comes with two sides. The Company declined to

reimburse the grievant because the soup was extra and the 16 oz. prime rib is considered a luxury item.

On the third occasion the grievant had a receipt for \$41.38. The meal included a bowl of clam chowder, rib-eye steak including potatoes and vegetables, apple pie, and a diet soda. The grievant paid out of pocket because his p-card was taken away.

The supervisor told the grievants if the soup and salad comes with the meal fine but you should not order them separate and be expected to be reimbursed and no appetizers. He told the work group that any meal over \$30 will be reviewed and that they should order meals appropriately

Discussion

Union argued inconsistent application of the meal policy by supervision with some supervisors telling employees that as long as the meal is under \$30, there will not be a problem. Other supervisors deny every additional item ordered regardless of the cost of the meal. The Union argued that the setting \$30 as the threshold for review of the meal is the same as setting a dollar limit for meals which is a violation of the Agreement.

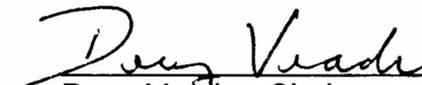
Company argued that the supervisors have been given training that included Title 104 and the Supplement on Meals. The \$30 threshold has been used to trigger a more thorough review of meal charges. No meal purchases in this case were denied on the basis that they exceeded \$30. Instead, any denials were based on the determination that the meal exceeded the comparable substitute guidelines.

The Committee reviewed Title 104 – Meals of Physical Labor Agreement and the Labor Agreement Interpretation Supplement which provide the parties' understandings of allowable purchases. Specifically the Supplement states "There have been no maximum cost limits for meals agreed upon..., however the requirement of reasonableness... should be followed".

The Committee reviewed Letter Agreement R1-95-51-PGE under which the Company may provide employees with P-cards. Employees are expected to use good judgment and follow the terms of the P-card agreement. In cases where it is warranted Company may revoke an employee's use of the P-card.

Decision

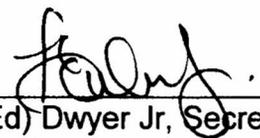
The items excluded in this case were appropriately excluded based on the Meals Supplement and the revocation of the P-card did not violate the agreement. This case is closed without adjustment.



Doug Veader, Chairman
Review Committee

6/10/11

Date



F.E. (Ed) Dwyer Jr, Secretary
Review Committee

6/10/2011

Date