

REVIEW FILE #5

RE 5

E. F. Chittenden - Grievance #130

On this case the Company claims that Personnel Manager's Decision #130 was filed for review and Bill Smith withdrew the case with the agreement that Mr. Carr would send a letter to all divisions stating that this case in no way established a maximum cost for meals.

In view of the circumstances and the confusion on this case, the length of time it has been in the mill and the fact that the new Agreement has been amended, should eliminate any misunderstanding in the future. The Committee feels that no purpose could be accomplished by taking this case to arbitration and it is, therefore, withdrawn without prejudice.

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International Brotherhood of Electrical Workers

PRINTED IN
U.S.A.

November 26, 1951

Mr. Harold Carr, Personnel Manager,
Pacific Gas and Electric Company,
245 Market Street,
San Francisco, California.

Dear Mr. Carr:

At a recent meeting concerning payment for meals, it is my understanding that you desired Union to call to your attention any cases which arise which Union feels were improperly handled.

In view of the above understanding, I would like to call to your attention a case which came up in San Jose. On September 8, 1951, four men were called out at approximately 3:30 P.M. on emergency work and worked until 8:45 P.M. when they went to eat. Upon completion of their meal these men went back to work until 12:00 midnight. Two of the men involved ate sirloin steaks which came to \$2.37 with tax, another man's meal came to \$1.55 with tax and the last to \$1.85 with tax. In making reimbursement the company allowed only \$1.85 for the two men who ate steak. The following facts were called to their attention to no avail. R. Tracey, one of the men who ate steak, had eaten lunch at home at 11:30 A.M., lunch consisted of a sandwich and a glass of milk. Q. Panighetti, the other man who ate steak, had eaten breakfast at 4:00 A.M. and gone deer hunting; he went to work immediately upon his return with any further meal.

Union feels that the cost of meal in view of the above, was reasonable and that reimbursement should be made in the full amount. The reason this case wasn't pressed further at an earlier date was in view of the decision in regards to E. F. Chittenden, Personnel Managers Opinion and Decision #130 and the Union's position in regards thereto.

Union still feels the decision in regards to Chittenden was unjust and desire an early reconsideration on the part of the Company or the processing of this grievance thru a Review Hearing.

Yours very truly,

W. A. Smith,
Acting Business Manager,
Local Union 1245, I.B.E.W.

MAW/rs

PACIFIC GAS AND ELECTRIC COMPANY

245 Market Street
San Francisco 6
SUtter 1-4211

November 20, 1951

Mr. W. A. Smith, Acting Business Manager
International Brotherhood of Electrical Workers
Local Union 1245
450 Harrison Street
San Francisco 5, California

Dear Mr. Smith:

Confirming our recent conversation and as assurance that \$2.00 is not the maximum amount that will be allowed as reimbursement for meals purchased by an employee, the following is quoted from written comment that was released by the Personnel Department under date of September 28, 1951.

In Personnel Manager's Opinion and Decision No. 130, IBEW, recently issued it was disclosed in the statement of facts that the Company had made an offer of \$2.00 to reimburse an employee when he had purchased a meal for the sum of \$2.73, having selected the most expensive item on the menu. This Decision should not be construed to mean that \$2.00 is the maximum amount which will be allowed as reimbursement in any case. As stated previously, each case is decided on the basis reasonableness considering all facts involved.

It is apparent that if the few instances of abuse were eliminated there would be little or no difficulty in reimbursing employees for meals purchased under the terms of our agreement.

Very truly yours


H. F. CARR
Manager, Personnel Department

HFC:BMR

C. H. S.