

## PACIFIC GAS AND ELECTRIC COMPANY

COPY

INDUSTRIAL RELATIONS  
741.5

Review Committee File Number 256  
DeSabla Division Grievance Number 66

**RECEIVED**  
JAN 27 1961

LOCAL 1247 I.W.

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January 20, 1961

Send copies to  
Review Comm.

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) ✓

To; AL HANSEN

From; Roy D. Murray

Subject; 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 to 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 category" 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 ~~xxxxxx~~ 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.

RDM. *R.D.M.*



245 Market Street  
San Francisco 6  
SUlter 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:

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.

Wage Rate

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

Local Union No. 1245

-2-

Decemb 8, 1960

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 Friday 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

By J. T. Carson  
Manager of Industrial Relations

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

December 21, 1960

By Ronald T. Westley  
Business Manager