

# PACIFIC GAS AND ELECTRIC COMPANY

245 Market Street  
San Francisco 6  
SUtter 1-4211

In reply please refer to

October 4, 1961

Mr. L. L. Mitchell, Secretary  
Review Committee, Local 1245, I.B.E.W.  
1918 Grove Street  
Oakland 12, California

Re: Review Committee Files Nos. 280 and 307

Dear Mr. Mitchell:

In accordance with your recent request this office has discussed the following matters with the Division Joint Grievance Committee Chairman concerned.

In reference to Review Committee File No. 280, the Division Joint Grievance Committee Chairman has been informed that it is not an established fact that the employee did not call the plant, therefore, he has been requested to determine this point if possible and furnish evidence as to whether the employee did or did not call at the next Grievance Committee meeting.

In reference to Review Committee File No. 307, the Division has been informed that the Division Joint Grievance Committee should determine whether the grievance presents a violation of Section 204.4 of the Agreement.

Yours very truly,

  
V. J. THOMPSON, Chairman  
Review Committee

LVB:ne

San Francisco Division Grievance # 109  
Review Committee Case # 280

Disciplinary lay-off of eight hours, Sidney R. Dutton, Compressor Engineer, Potrero Gas Plant for failure to comply with order to call the Plant six hours prior to return from sick leave.

The case was held in RC and a letter sent by the Chairman, RC, to Chairman, Joint GR/C, San Francisco, outlining the position of the Review Committee. The letter was read by the Secretary, and the Joint Chairman asked the Union Chairman what he wanted to do to settle the case.

The Union Chairman stated that the position of the Union had not changed, but that the letter had indicated that there was some blame indicated toward both parties, so that a compromise was in order.

The Joint Chairman stated that on the date in question, the Company had to pay time and one-half for the shift rather than straight time, and that this was penalty enough for the Company.

The Union Chairman asked if the Company was willing to compromise to settle the case. The Joint Chairman stated that a Compromise would be four hours. The Union Chairman asked if this was an offer. The Joint Chairman stated that it was an offer.

The Union Committee asked for a caucus to discuss. The Union Committee was of the opinion that no further movement was indicated by the Joint Chairman, and the Union should settle. I stated that this was acceptable on the basis that the Union desired discussions at a later date on the reasonableness of the six hour requirement.

Union told Company that the settlement was acceptable on the basis stated above. Company stated that they felt that the six hours was reasonable, but would be glad to meet with Union.



DANIEL J. MC PEAK  
Business Representative