

LABOR AGREEMENT INTERPRETATION

SUBJECT: Comparable Substitute for Usual and Average Meals
(Meals at Home)

TITLE 104 - MEALS - Physical Agreement
TITLE 16 - MEALS - Clerical Agreement

Section 104.1 of the Physical Agreement and Section 16.1 of the Clerical Agreement state that the provisions of the Meal Titles shall be interpreted and applied in a practical manner which shall conform to the intention of the parties in negotiating with respect to meals; namely, that a comparable substitute shall be provided when employees are prevented from observing their usual and average meal practices or are prevented from eating a meal at approximately the usual time therefor.

In the Company's Guidelines with respect to the application of Title 104 originally issued in October 1965 and amended in October 1966 and July 1968, the following statement is made with respect to the definition of a comparable substitute:

"The meal provided . . . should but may not be quite the same as the meal would be at the same time if eaten at home. Dependent upon the circumstances present at the time, and where practical or possible, a comparable substitute to the missed meal should be furnished.

"It may be necessary to provide meals at times of the day or night when the employee would not observe a customary meal time The meal provided, again dependent upon the circumstances of that situation, should be such as to adequately compensate for the need for food resulting from working beyond or before customary meal time.

"There have been no maximum cost limits for meals agreed upon because the cost of meals may vary due to such factors as the time of day, location, conditions and other circumstances. However, the requirement of reasonableness in the selection of a 'comparable substitute' for the meal missed should be followed."

The following guidelines, but not necessarily in the order listed, should be kept in mind by both employees and supervisors in determining whether or not a meal purchased as a comparable substitute is or is not reasonable.

1. The cost of meals at the average restaurant available in the general area, but excluding such luxury items as filet mignon or combination steak and seafood dinners. The foregoing is not intended to mean menu averaging.

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2. The availability of restaurants which can provide a comparable substitute within a reasonable distance of the job site or between the job site and the headquarters.
3. The breakfast, luncheon or dinner menu where comparable substitutes are available, but excluding extra a la carte items. The foregoing does not preclude ordering a la carte when that is all that is available nor does it preclude a la carte desserts with dinner meals.
4. The weather or other extreme working conditions to which the employees have been subjected.
5. The amount by which the time limits in the Agreement and in the Guidelines have been exceeded, with some consideration as to whether or not sandwiches and a hot beverage have been supplied on the job. Except for lunch, the foregoing does not imply that sandwiches and a hot beverage are to be considered as a comparable substitute nor is it intended to mean that employees are to be worked routinely nor excessively beyond the aforementioned time limits.

For Union L. L. Mitchell
 Its Business Manager

For Company H. W. Bonbright
 Its Manager of
 Industrial Relations

Date June 26, 1974

Date June 13, 1974