



LETTER AGREEMENT NO. R1-98-50-PGE



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
925-933-6060

RICK R. DOERING, MANAGER
AND CHIEF NEGOTIATOR

JACK McNALLY, BUSINESS MANAGER

June 30, 1999

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, CA 94598

Attention: Mr. Jack McNally, Business Manager

Dear Mr. McNally:

Attached is a revised Meals Clarification covering Title 104 of the Physical Agreement and Title 16 of the Clerical Agreement. It cancels and supersedes the Title 104 Guidelines last revised December 8, 1986.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: s/Rick R. Doering
Rick R. Doering, Manager and
Chief Negotiator

The Union is in accord with the foregoing and agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

July 8, 1999

By: s/Jack McNally
Jack McNally
Business Manager

GUIDELINES

For Use in The

ADMINISTRATION

Of

TITLES - 104 & 16 - MEALS

PHYSICAL & CLERICAL AGREEMENTS

June 1999

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APPLICATION OF TITLE 104 - MEALS
GUIDELINES

The following guidelines are for use in the administration of Title 104 of the Physical Agreement. They are based on Title 104 and related decisions and interpretations established in Arbitration Cases, Review Committee Decisions, Pre-Review Committee Decisions, Letters of Agreement and other administrative rulings. Adherence to these prescribed guidelines is necessary in order to achieve uniformity and equitable and fair treatment of employees in addition to insuring that provisions bargained by both parties are followed as intended.

A. GENERAL STATEMENT

Section 104.1 is a statement of intent and governs the application of the entire title. That is, when a potential meal situation arises, Section 104.1 must be applied in conjunction with other sections of the title.

Section 104.1 states that the provisions of this title shall be interpreted and applied in a practical manner and 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.

Comparable Substitute

Meaning those meals that Company or employee provides, under the provisions of Title 104, when employees:

1. are prevented from observing their usual customary meal practice(s)..(Sections 104.1, 104.3, 104.4, 104.8 and 104.12 - breakfast, lunch or dinner); or
2. are otherwise entitled to a meal at times preceding or following that period of the day when such employee observes a customary meal practice (Sections 104.2, 104.6, 104.7 and 104.12).

The meal provided, under (1) above, 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, Item 2 above. 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 election of a "comparable substitute" for the meal missed should be followed. (See Labor Agreement Interpretation Supplement to Title 104 Meals: Comparable substitute for usual and average meal in the Physical Agreement.)

Since it is impossible to cover in these guidelines every conceivable situation that could arise, only typical situations have been selected.

In reading these guidelines and related charts the following notes must be kept in mind:

1. Unless otherwise stated or indicated, the regular work hours for an eight hour day schedule are assumed to be 8 a.m. to 12 o'clock noon and from 12:30 p.m. to 4:30 p.m. The regular work hours for a nine hour day schedule are assumed to be 7:00 a.m. to 11:30 a.m. and from 12:00 p.m. to 4:30 p.m. The regular work hours for a ten hour day schedule are assumed to be 7:00 a.m. to 12:00 p.m. and from 12:30 p.m. to 5:30 p.m.

2. Normal and average meal hours (the time at which meals are normally consumed) for day employees are assumed. Normal meal times on non-work days are the same as on work days. However, exceptions to the above can occur in unusual situations when a pattern has been established, i.e., Thanksgiving and Christmas dinner (see Review Committee Case No. 1301).
3. For employees who do not work the same set of hours or begin at the same start time each day, the normal and average meal times on a non-workday will be the same as on the preceding regularly scheduled work day.
4. In certain cases, overtime pay for meal time is indicated on the charts in space equivalent to one-half hour where, in an actual situation, overtime is payable for actual time taken.
5. If a full-time employee (who works a five day, eight hour schedule) has worked one hour and seven and one-half minutes beyond regular work hours, he/she shall be entitled to a meal at Company expense (Section 104.4, Review Committee Case No. 732 - 1967 and Arbitration Case No. 73). (See pages 7-11 for application to employees who work non-standard schedules.)
6. When a chart shows that Company provides a meal it means that the Company may either actually provide a meal on the job or elsewhere, or that the Company shall reimburse an employee for the cost of a meal. In the latter case, reimbursement is provided for only when the meal is purchased by the employee (Section 104.9); or, in the manner provided for shift employees and resident employees (Sections 104.12 and 104.15). Pursuant to Letter Agreement 98-13, receipts and approval are required, when requesting reimbursement from the Company.
7. Company shall pay the cost of any meal it is required to provide and the time necessarily taken to consume a meal shall be considered as hours worked, except when an employee is entitled to a meal at Company expense following dismissal from work the time allowance shall be one-half hour (and the employee is expected to eat at that time or a reasonable time thereafter). If an employee entitled to a meal at Company expense upon dismissal from work does not accept such meal, he/she shall nevertheless be allowed one-half hour's time with pay (Section 104.10).
8. Employees may choose to forego a meal earned during an overtime assignment that they are entitled to and take that meal as an allowance. Employees are allowed to accumulate meal allowances and the half hour of time normally provided to eat such meals and have such time tacked on to the end of their overtime work period. If employees elect to take a meal and half hour time allowance, they will qualify for their next meal after performing work for four more hours (Clarification letter dated November 15, 1988 and Pre-Review Committee 1283).
9. In cases where an employee chooses to delay a meal during an overtime assignment, subsequent meal entitlements are based on the hours worked and should not include the time taken to consume the delayed meal. In order to determine the next meal entitlement use the following chart:

Employee Elects To:	Time Meal is Earned	Time Meal is Taken	Time Next Meal is Due
Eat the meal	5:37-1/2 pm	5:37-1/2 pm to 6:37-1/2 pm	10:37-1/2 pm
Delay the meal	5:37-1/2 pm	7:00 pm to 8:00 pm	10:37-1/2 pm
Take an in lieu meal	5:37-1/2 pm	not applicable	9:37-1/2 pm

10. Travel time from home to headquarters or from headquarters to home, or time allowed for meals, shall not be included in computing time intervals for purposes of qualifying for a meal (Section 104.11 and Arbitration Case No. 14).
11. The provisions of the title shall apply to shift and resident employees, except that when Company determines that it is not practicable for Company to provide meals on the job for such employees as herein provided, they shall provide their own meals (locker meals) on the job and Company shall reimburse them for the cost thereof, not to exceed the amount specified in Section 104.12(c) or 104.15 of the Physical

Agreement. Or, when a shift employee delays his/her last meal on the job, until after dismissal from overtime work, and purchases a meal at a local restaurant, he/she will be reimbursed for the cost of such a meal, and 1/2 hour for the time to consume such meal; or the employee may elect to receive a flat payment in accordance with 104.12 plus a time allowance of one-half hour. (Sections 104.9, 104.12 and 104.13 - Arbitration Case No. 10 - Review Committee Case Nos. 286 and 385). There may be instances where an employee may be prevented by Company from eating his/her meal while on shift. In such cases, Company will pay for the meal and the time to eat same up to ½ hour upon dismissal (Section 104.10).

In addition, Company will reimburse shift employees for the cost of meals and reasonable commercial delivery charges if any associated with such meal. (Review Committee Case No. 837).

In Lieu of Meal Allowances

1. The in lieu allowances of Sections 104.10 and 16.2 are not applicable to an employee’s regular lunch period (Review Committee Case No. 1697). As such, if an employee is prevented from preparing his/her lunch (perhaps as a result of an emergency overtime call out prior to work), the employee does not have the option of opting for the missed meal allowance and half hour pay. Instead, the employee is entitled to a Company furnished lunch or reimbursement for the actual cost of a lunch purchased. This is consumed during the regular unpaid lunch period.
2. If an employee opts for an in lieu meal, the next meal is earned four hours from the point the first meal was earned. The four hour clock does not begin one half hour following the first meal entitlement. For example, an employee called out for emergency overtime at 8:00 p.m. earns a meal at 12:00 a.m. If the employee opts for the in lieu payment, the next meal is due at 4:00 a.m.(4 hours from 12:00 a.m., not 4 hours from 12:30 a.m.). It would be possible for an employee to earn as many as 6 missed meals in a 24 hour period.
3. The only in lieu payments which are \$8 and not \$15 are those meals which are earned **prior to reporting to work** and are nearest regular starting time or midpoint of regular hours. The key is to look at the time the employee reported to work. If at the time the employee reported, he/she was entitled to a meal, then it is a meal earned prior to reporting to work. If the employee is not entitled to a meal at the time they report to work then any meal entitlement would be earned during a work period, or following dismissal and would be \$15. For example:

An employee who regularly works 8:00 a.m. to 4:30 p.m. is called out and reports less than 2 hours before regular work hours and is not given an opportunity to eat. At the time the employee reports for work, s/he is entitled to a meal. As such, this is a meal missed prior to reporting to work and is paid at \$8 since it is nearest regular starting time.

If the same employee is called out and reports 2 hours or more before regular work hours, there would be no meal entitlement “prior to arrival” because the normal meal practice has not yet been disrupted. However, at approximately 7:00 a.m.(usual breakfast time) the employee is entitled to a meal. This is a meal missed “during a work period” and as such is paid at \$15.

Legend

Time and pay are indicated on the charts, using the following legend:

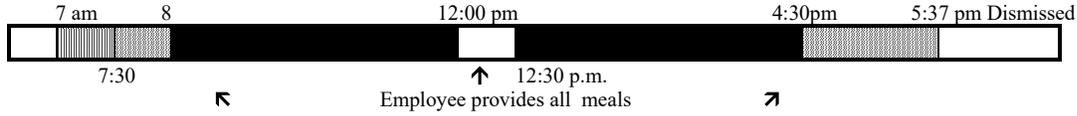
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|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  Straight-time Pay |  Overtime Pay for Work Time |
|  Overtime Pay for Meal Time |  Overtime Pay for Travel Time
(Shown as 1/2 hour, but is actual travel time - Sections 208.6 and 208.12). |
|  No Pay | |

B. PREARRANGED WORK

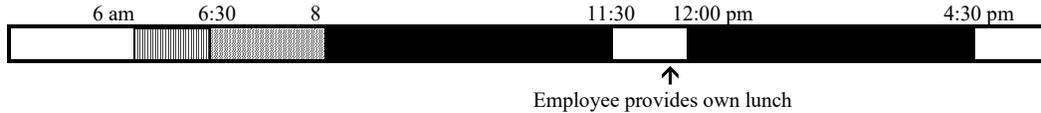
(Work for which advance notice has been given by the end of the employee's preceding regular work period on a work day - Section 208.12).

8 HOUR DAY

1. (a) When prearranged overtime work starts at or later than 7 a.m., an employee provides his/her own breakfast and lunch as usual, on work days or non-work days (Section 104.8).
- (b) When prearranged overtime work stops at or before 5:37 p.m., an employee provides his/her own dinner as usual, on work days or non-work days (Section 104.4 - Review Committee Case No. 732-1967).



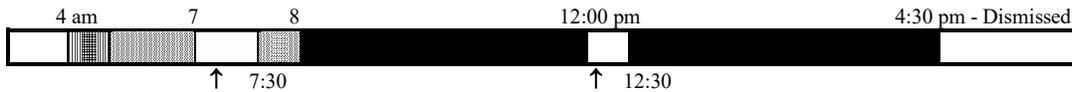
- (c) When prearranged overtime work is to start after 6:00 a.m. and before 7:00 a.m., an employee normally will eat breakfast before reporting for work. The employee will provide his/her own lunch and eat it no more than five hours after the prearranged work began.



2. When prearranged overtime work is to start at 6 a.m. or earlier on work days or on non-work days (advance notice given by end of regular work period on the preceding work day), as part of prearranging the work supervisors should instruct employees that breakfast shall be eaten before reporting for work or work will stop to permit breakfast at about the usual time therefor (Section 104.8). In either case, the Company shall furnish a breakfast or reimburse the employee for a breakfast purchased. When a meal is purchased before reporting for work, the employee will be allowed one-half (1/2) hour in which to eat it. Employee may elect to take the in lieu of allowance provided for in Section 104.10. When work is stopped for breakfast, the time necessarily taken to consume same shall be considered as hours worked (Sections 104.8, 104.9 and 104.10).

The following is offered for guidance in planning meal schedules:

- (a) When prearranged work is to start at or before 6:00 a.m., but not earlier than 2 a.m., normally plans will be made to provide a breakfast at approximately 7 a.m., the usual time therefor (Section 104.8).



Company provides meal and pays for time to eat.

Employee provides own lunch. Usual meal practice prevails (can be interchanged with other meal).



Straight-time Pay



Overtime Pay for Work Time



Overtime Pay for Meal Time



Overtime Pay for Travel Time (Shown as 1/2 hour, but is actual travel time - Sections 208.6 and 208.12).

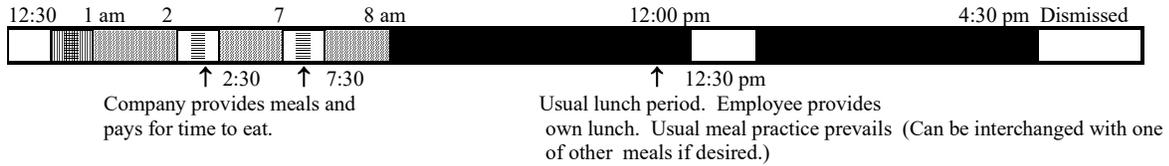


No Pay

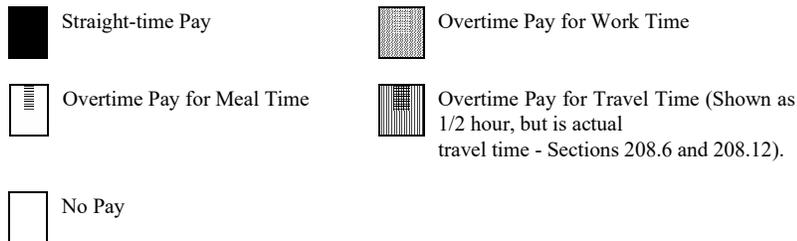
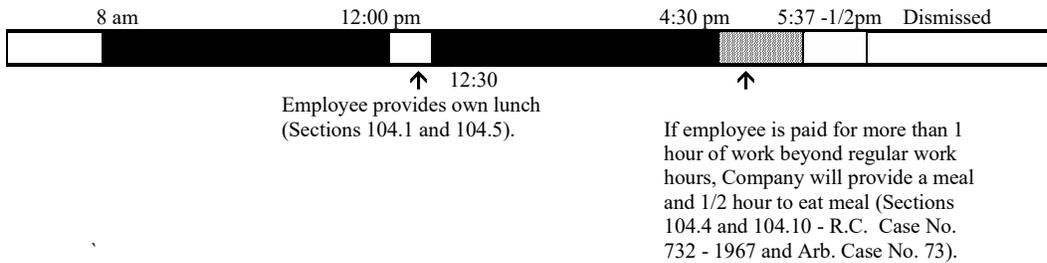
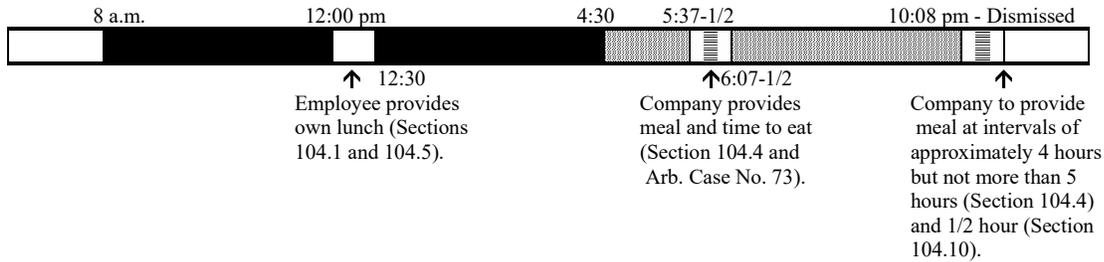
PREARRANGED WORK

8 HOUR DAY (Continued)

- (b) When prearranged work is to start earlier than 2:00 a.m., plans shall be made to provide a meal at a time so it will be completed approximately 4 hours, but not more than 5 hours, prior to the usual breakfast time at 7 a.m., when another meal shall be scheduled. Both of these meals will be at Company expense and the time necessarily taken to consume such meals shall be considered as time worked. The employee then shall provide his/her own meal at the noon hour and the usual practice relating to lunch periods on work days shall prevail. When conditions require, it is permissible to schedule the meal provided by the employee to be eaten on his/her own time at one of the other meal times, but total meal time with pay and number of meals furnished by Company is to remain unchanged (Sections 104.6 and 104.8).



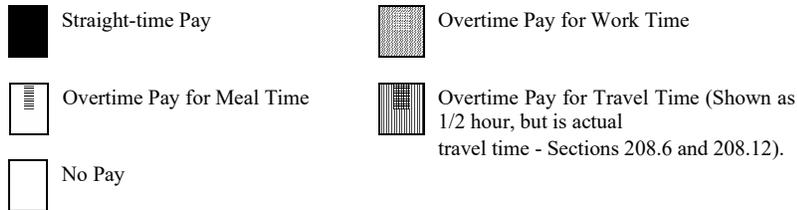
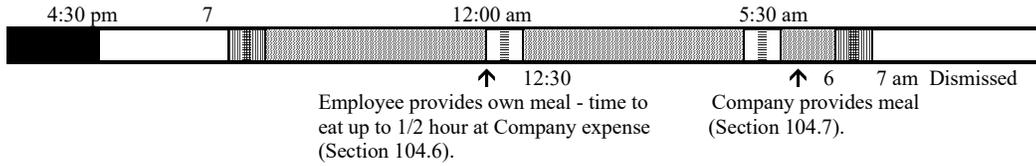
3. When work continues after 5:37-1/2 p.m. (more than 1 hour after regular work hours), the policy with respect to providing meals and time to eat is governed by practicable and reasonable considerations. Company shall provide a meal approximately 1 hour after regular quitting time and with meals at intervals thereafter of approximately 4 hours, but not more than 5 hours, for as long as work continues (Sections 104.4, 104.5 and Arb. Case No. 73).



PREARRANGED WORK

8 HOUR DAY (Continued)

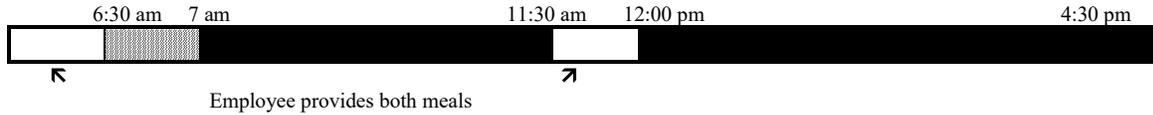
4. When prearranged work is scheduled to be completed wholly outside of regular work hours, employee is allowed to eat a meal that he/she provides at approximately 4 hours, but not more than 5 hours, after he starts work. Such employee shall be paid up to 1/2 hour for time in which to eat such meal (Section 104.6). When such work continues, Company provides subsequent meals at intervals of 4 hours, but not more than 5 hours (Section 104.7).



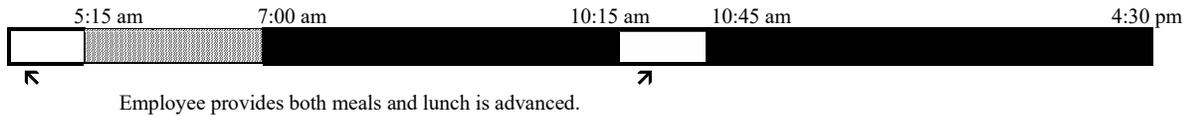
PREARRANGED WORK

NINE HOUR DAY

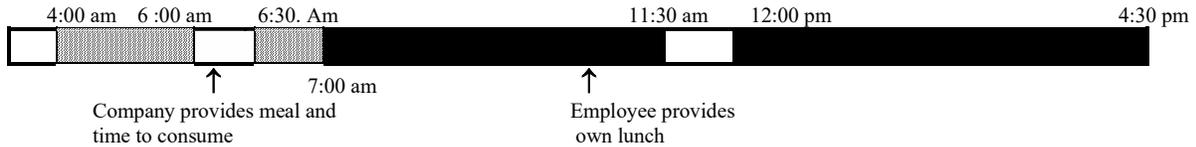
1. When prearranged overtime starts **1/2 hour or less** before the regularly scheduled start time, an employee provides his/her own breakfast and lunch as usual and there is no need to advance the lunch period. (104.8)



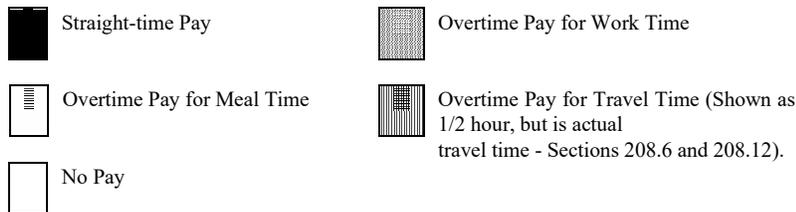
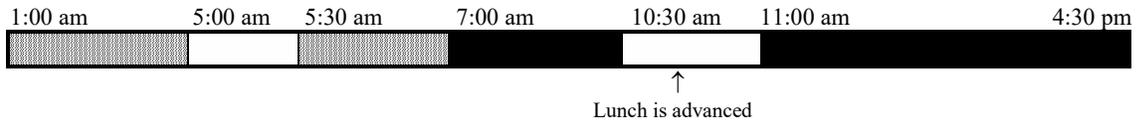
2. When prearranged overtime starts **more than 1/2 hour but less than 2 hours** before the regularly scheduled start time, an employee provides his/her own breakfast and lunch as usual and lunch must be advanced*. Since the lunch period is advanced more than a 1/2 hour, the lunch period is paid at the overtime rate. In this example, the employee will be given 30 minutes of overtime pay to eat the lunch meal but the employee will provide his/her own meal.



3. (a) When prearranged overtime starts **between 2 hours and 6 hours** before the regularly scheduled start time, a Company furnished meal should be provided at the usual breakfast time (approximately 1 hour to 1/2 hour before the regularly scheduled start time). The employee would eat the lunch he/she prepared at the usual lunch time. Depending upon when breakfast was provided, lunch may need to be advanced.*



(b)



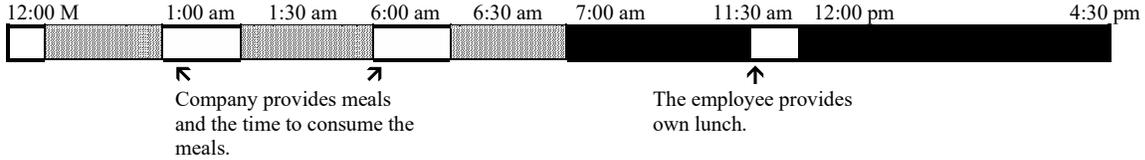
* The lunch period must be advanced so that it begins no later than 5 hours after:

- (a) the conclusion of the breakfast meal period, or
- (b) the start of the breakfast meal period, if the employee opts for an in lieu of meal.
- (c) See Subsection 202.4(e) regarding the advancement of the lunch period.

PREARRANGED WORK

NINE HOUR DAY (Continued)

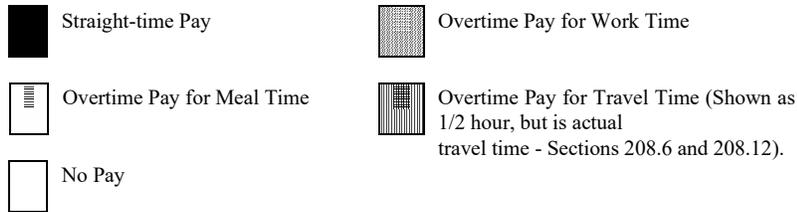
4. When prearranged overtime starts **more than 6 hours** before the regularly scheduled start time, a Company furnished meal should be provided approximately 4 hours, but not more than 5 hours, prior to the usual breakfast time (approximately 1 hour to 1/2 hour before the regularly scheduled start time), when another meal shall be provided. The employee eats the lunch he/she prepared at the usual lunch time. Depending upon when the breakfast meal was provided, lunch may need to be advanced.* (104.8)



5. (a) When an employee works in excess of 30 minutes beyond the end of regular work hours, a meal is owed. (104.4)



- (b) Circumstances may lead to interchanging the time of eating a meal to an earlier or later time, after regular work hours, other than as provided in Section 104.4 when the overtime work is expected to extend beyond such meal time. (See note 9 on page 2)



* The lunch period must be advanced so that it begins no later than 5 hours after:

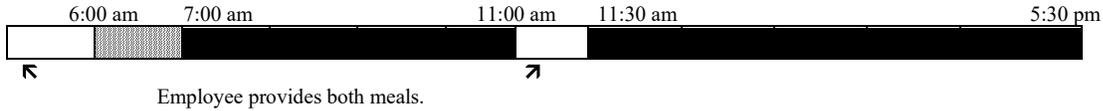
- (a) the conclusion of the breakfast meal period, or
- (b) the start of the breakfast meal period, if the employee opts for an in lieu of meal.
- (c) See Subsection 202.4(e) regarding the advancement of the lunch period.

PREARRANGED WORK

TEN HOUR DAY

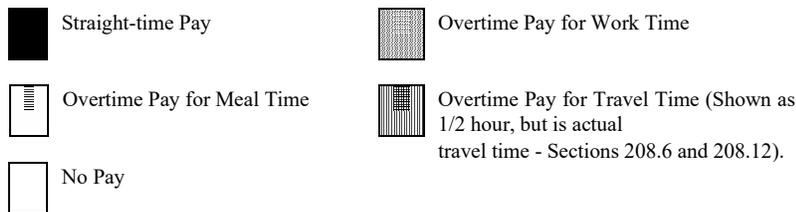
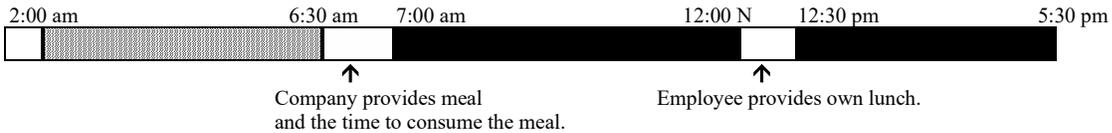
Employees working a ten hour schedule must have their lunch period scheduled five hours after their start time (Letter Agreement 93-96 and IWC Order). No employee shall be required to work more than five hours without a meal (i.e., assuming a schedule of 7:00 a.m. to 5:30 p.m., any paid overtime prior to 6:00 a.m. or after 5:30 p.m. qualifies for meals per Title 104.) In all other situations, provisions of Title 104 will apply.

1. When prearranged overtime starts one hour or less before the regularly scheduled start time, the employee provides his/her own breakfast and lunch as usual. The lunch period is advanced to begin no more than 5 hours after the start of work (104.8, 16.4c, Letter Agreement 93-96). *



If overtime extends beyond quitting time in the above example, the employee must eat at 4:30 p.m. in order to comply with IWC Order and Letter Agreement 93-96.

2. When prearranged overtime starts more than 1 hour up to 6 hours before the regularly scheduled start time, a Company furnished meal should be provided at the usual breakfast time (approximately 1 hour to 1/2 hour before the regularly scheduled start time). The employee eats the lunch he/she prepared during the usual lunch time. Depending upon when the breakfast meal was provided, lunch may need to be advanced (104.8, 16.4c, Letter Agreement 93-96).*



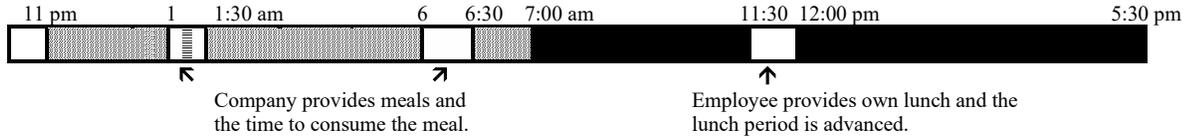
* The lunch period must be advanced so that it begins no later than 5 hours after:

- (a) the conclusion of the breakfast meal period, or
- (b) the start of the breakfast meal period, if the employee opts for an in lieu of meal.
- (c) See Subsection 202.4(e) regarding the advancement of the lunch period.
- (d)

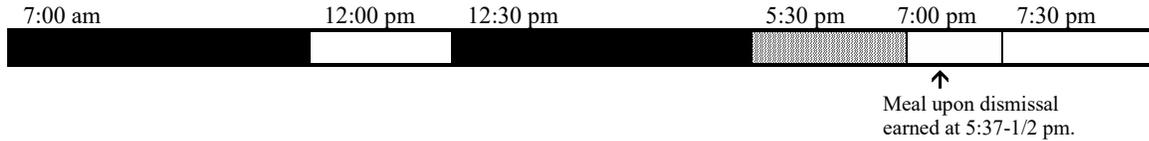
PREARRANGED WORK

TEN HOUR DAY (Continued)

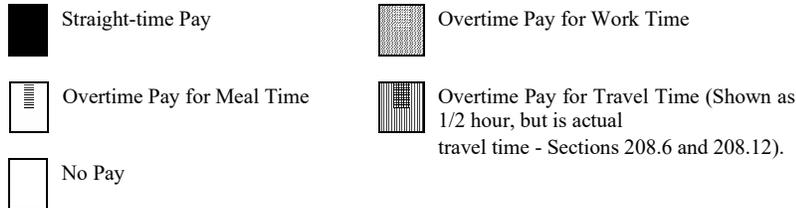
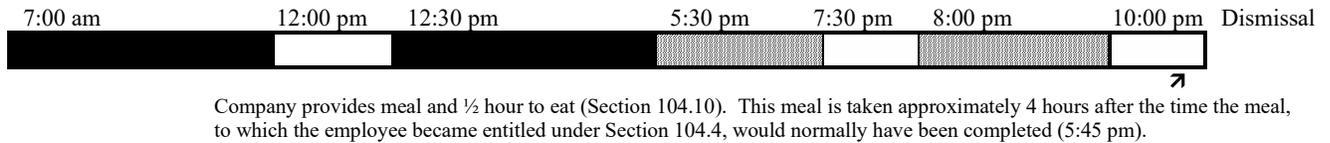
3. When prearranged overtime starts **more than 6 hours** before the regularly scheduled start time, a Company furnished meal should be provided approximately 4 hours, but not more than 5 hours, prior to the usual breakfast time (approximately 1 hour to 1/2 hour before the regularly scheduled start time), when another meal shall be provided. The employee eats the lunch he/she prepared at the usual lunch time. Depending upon when the breakfast meal was provided, lunch may need to be advanced.*



4. (a) When the employee works beyond the end of regular hours, a meal is earned after 7 ½ minutes.



- (b) Circumstances may lead to interchanging the time of eating a meal to an earlier or later time, after regular work hours, other than as provided in Section 104.4 when the overtime work is expected to extend beyond such meal time. (See note 9 on page 2.)



* The lunch period must be advanced so that it begins no later than 5 hours after:

- (a) the conclusion of the breakfast meal period, or
- (b) the start of the breakfast meal period, if the employee opts for an in lieu of meal.
- (c) See Subsection 202.4(e) regarding the advancement of the lunch period.
- (d)

PREARRANGED WORK

TWELVE HOUR DAY

The meal treatment for 12 hour shift employees who are prearranged to work prior to the start of or following the end of their regular shift is the same as 8 hour employees. Employees on 12 hour schedules normally do not break for meals but are entitled to two meal periods at approximately four hour paid intervals after starting work.

WORK BEYOND QUITTING TIME

(Section 104.4)

WORKDAY SCHEDULE [Assuming regular work hours end at 4:30 pm]	“BEYOND QUITTING TIME” Meal Entitled at ____	AFTER WORKING #_ of Hours
8 hours	5:37-1/2 pm	1 hr 7-1/2 min
9 hours	5:07-1/2 pm	37-1/2 min
10 hours	4:37-1/2 pm	7 1/2 min
12 hours	5:37-1/2 pm	1 hr 7-1/2 min

⌚ **8 Hour Schedule:** 8 a.m. - 12 [meal] 12:30 p.m. - 4:30 p.m.
104.4 “...perform work **more than one hour** beyond regular quitting time...”

⌚ **9 Hour Schedule:** 7:00 a.m. - 11:30 a.m. [meal] 12:00 - 4:30 p.m.
LA 93-97 “...works more than one-half hour beyond normal work hours...provided they worked more than five hours since the last meal.”

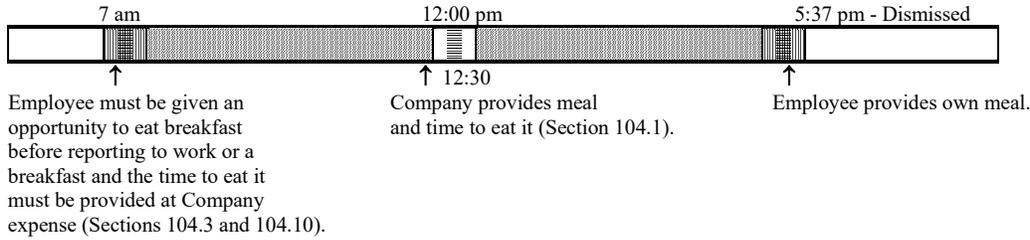
⌚ **10 Hour Schedule:** 7:00 a.m. - 12:00 noon. [meal] 12:30 p.m. - 5:30 p.m.
LA 93-96 “No employee shall be required to work more than 5 hours without a meal...” Any **paid** overtime after 5:30 p.m. qualifies for an overtime meal (i.e., work 7.5 minutes or longer).

⌚ **12 Hour Schedule:** 4:30 a.m. - 4:30 p.m.
Meals are eaten approximately at 8:30 a.m. and 12:30 p.m.; employees are permitted to eat meals during work hours.
LA 93-98 “Overtime meals will be handled in accordance with Titles 104 and 16.” That is, overtime meal entitlement after performing “work for more than one hour beyond regular work hours.”

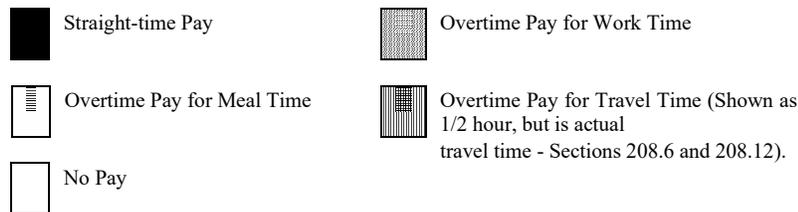
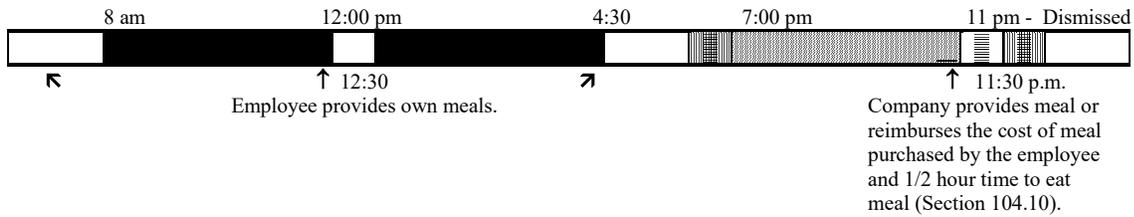
C. EMERGENCY WORK

(Advance notice not given by end of the employee's preceding regular work period on a work day.)

- Emergency work on non-work days requires Company, if possible, to provide a meal and to pay for the time in which to eat such a meal when an employee is prevented from observing his/her usual and average meal practice at approximately the usual meal hour (Sections 104.1 and 104.2, and R.C. No. 369-1963).



- Emergency work wholly outside of regular work hours on work days requires Company, if possible, to provide a meal and consider as hours worked the time necessarily taken to consume such meal at intervals of approximately 4 hours, but not more than 5 hours, for as long as work continues (Section 104.2). In the example cited below, the employee has not been prevented from observing his customary meal practice, but rather has incurred the need for an additional meal. This employee worked his/her regular work day, was released at 4:30 pm and was called out later for an EOT assignment.



EMERGENCY WORK (Continued)

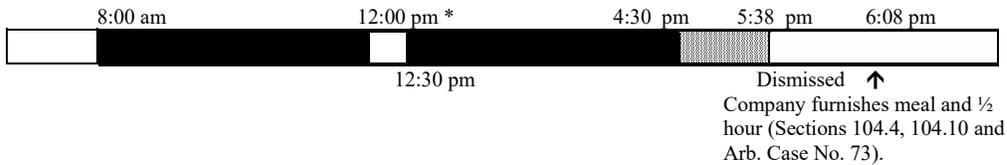
3. Emergency work which starts 2 hours or more before regular work hours and continues into regular work hours on work days is handled the same as prearranged work. However, if Company does not give the employee an opportunity to eat a breakfast or prepare a lunch before reporting for work, it shall provide such meals for him/her at approximately the usual times. In the illustration of this example shown below, it is assumed the Company called the employee sometime before 4 a.m., allowed travel time from his/her living quarters and started work at 4:30 a.m. (Section 104.3).



Breakfast provided by Company at approximately the usual breakfast time. Where the nature of the work is such that it cannot be stopped for breakfast, the employees should be allowed, when hungry, to eat the lunch they brought from home and Company will buy their lunch at the noon hour.

Lunch provided by Company when opportunity to prepare same has not been allowed before reporting. Time not paid for eating such meal or meal provided by employee, as usual practice relating to lunch periods on work days shall prevail.

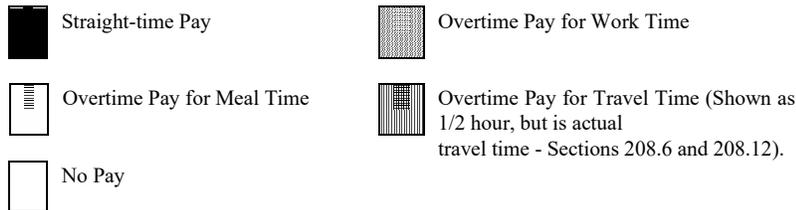
4. (a) Emergency work which extends for more than 1 hour beyond regular work hours. Company will provide a meal or reimburse employee for purchase of such meal and consider as hours worked the time taken to consume such meal (Section 104.4 - R.C. Case No. 732 - 1967 and Arb. Case No. 73). The employee may opt, pursuant to Section 104.10(b), to take an in-lieu meal and receive a meal allowance and a half hour time allowance.



- (b) Situations may arise when a reasonable delay of the meal and the time to eat same is warranted.

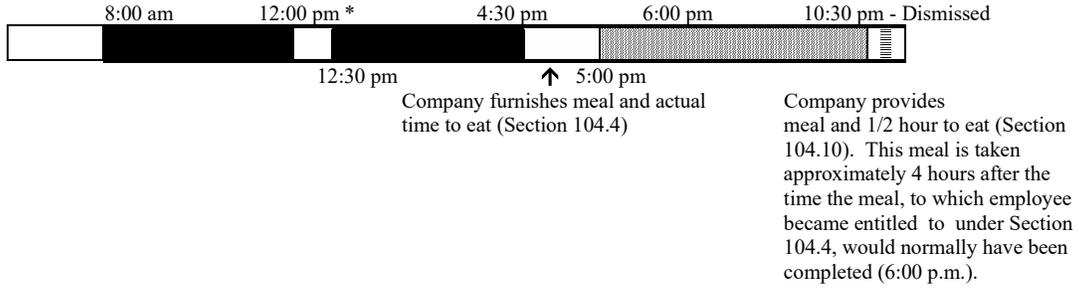


*Employee provides own lunch (Sections 104.1 and 104.5).

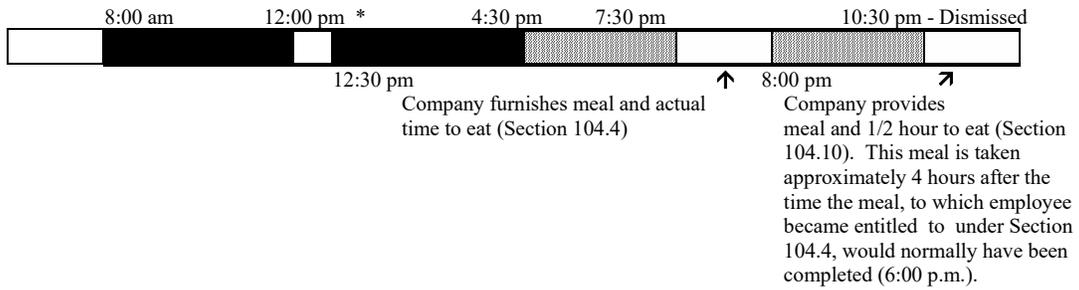


EMERGENCY WORK (Continued)

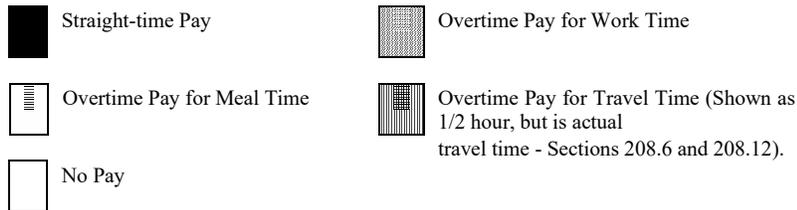
4. (c) Circumstances may lead to interchanging the time of eating a meal to an earlier or later time, after regular work hours, other than as provided in Section 104.4 when the overtime work is expected to extend beyond such meal time.



* Employee provides own lunch (Sections 104.1 and 104.5).



*Employee provides own lunch (Sections 104.1 and 104.5).

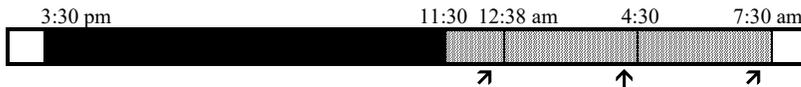


D. SHIFT EMPLOYEES AND OTHER EMPLOYEES WHOSE WORK DAY CONSISTS OF EIGHT CONSECUTIVE HOURS

1. Shift employees and other employees whose work day consists of eight (8) consecutive hours shall be permitted to eat their meals during work hours and shall not be allowed additional time therefor at Company expense (Section 104.13).



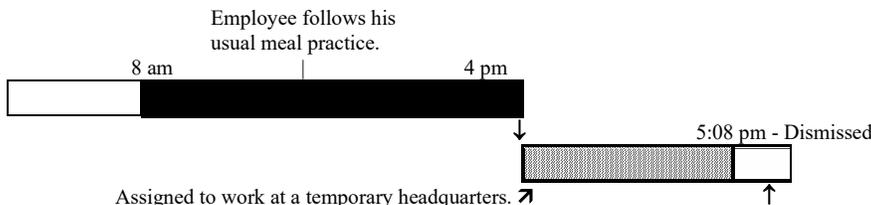
Shift employee provides his own meal - Company will reimburse employee up to \$8.00 for meal (Sections 104.4 and 104.12); or, the employee may wait until the completion of his shift at 8 p.m. and be reimbursed for such a meal which he/she may purchase at a restaurant and 1/2 hour for the time to consume such meal; or the employee may elect to receive a flat payment plus a time allowance of one-half hour. (Sections 104.9, 104.12 and 104.13 - Arb. Case No. 10 RC Cases Nos. 286 and 385 - 1962 - 1963 and Note 11, Page 2.)



Shift employee provides his own meal - Company will reimburse employee up to \$8.00 for meal (Sections 104.4, 104.12, Arb. Case No. 73 and Note 11, Page 2).

Shift employee provides his own meal - Company will reimburse employee up to \$8.00 for meal (Sections 104.4 and 104.12); or, the employee may wait until the completion of his/her shift at 7:30 a.m. and be reimbursed for such a meal which he/she may purchase at a restaurant and 1/2 hour for the time to consume such meal; or the employee may elect to receive a flat payment plus a time allowance of one-half hour. (Sections 104.9, 104.13 - Arb. Case No. 10 Review Committee Case Nos. 286 and 385)

2. When the nature of the work, or the assignment, prevents the shift employee from observing his/her usual meal practice (Sections 104.1 and 104.13) during work hours and he/she purchases a meal following dismissal from work, Company will reimburse him/her for the cost of the meal (Section 104.9) and the time to consume the meal up to one-half (1/2) hour (Section 104.10 and R.C. Case No. 663- 1966).



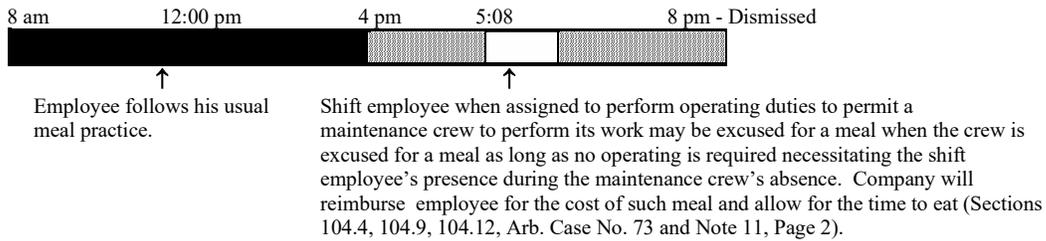
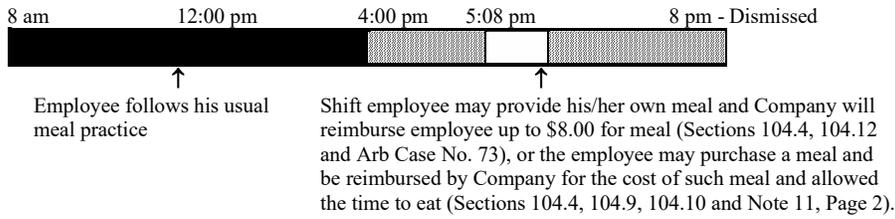
Assigned to work at a temporary headquarters.

Company provides meal (Section 104.4 and Arb. Case No. 73) or reimburses for the cost of meal purchased by the employee (Section 104.9) and allows 1/2 hour time to eat meal (Section 104.10).

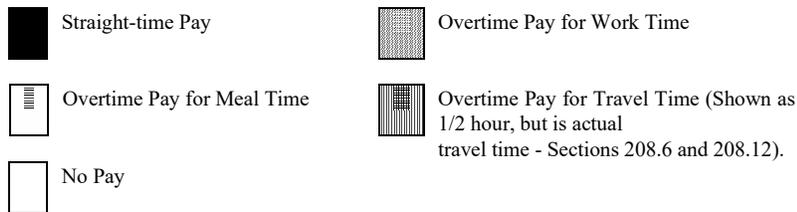
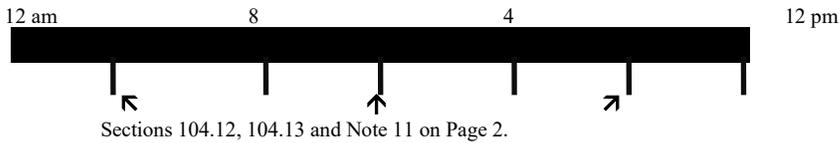
- Straight-time Pay
- Overtime Pay for Meal Time
- No Pay
- Overtime Pay for Work Time
- Overtime Pay for Travel Time (Shown as 1/2 hour, but is actual travel time - Sections 208.6 and 208.12).

SHIFT EMPLOYEES (Continued)

3. Shift employees who are assigned duties outside their regular work hours not involving the supervision of operating equipment, and are not needed for the operations then in progress, or are not engaged in work of a nature that the cessation would endanger the safety of people or equipment, may upon becoming entitled to a meal and upon receiving authorization from their supervisor, be provided such meal in the same manner as day or service employees (Section 104.12).

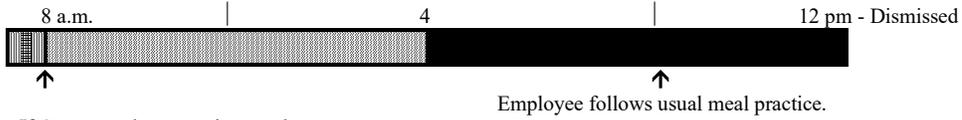


4. Non-shift employees (such as Roving Operators, etc.) who are placed on shifts for the emergency 24-hour manning of a plant are to have their meal situation considered the same as a shift employee. Where it is not practicable for Company to provide meals on the job for such employees, they shall provide their own meals and Company shall reimburse them for the cost thereof.



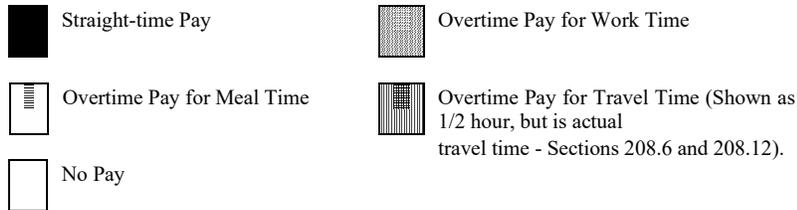
SHIFT EMPLOYEES (Continued)

5. When a shift employee is called out on overtime work (prearranged or emergency) starting 2 hours or more before regular work hours, and such employee continues to work into regular work hours, he/she shall provide for one meal on the job and Company shall provide other meals as required by the duration of the work period (Sections 104.3 and 104.8), or reimburse employee for such meals purchased by him/her as provided in Section 104.9 or 104.12.



If Company does not give employee an opportunity to eat a breakfast and prepare a lunch before reporting for work, it shall provide such meals (Sections 104.3 and 104.8), or reimburse employee for meals purchased as provided in Sections 104.9, 104.12 and Note 11, Page 2.

Note: In this example, Sections 208.7, 208.11 and 208.12 are also applicable.



APPLICATION OF TITLE 16 - MEALS
GUIDELINES

The following guidelines are for use in the administration of Title 16 of the Clerical Agreement. They are based on Title 16 and related decisions and interpretations established in Arbitration Cases, Review Committee Decisions, Pre-Review Committee Decisions, Letters of Agreement and other administrative rulings. Adherence to these prescribed guidelines is necessary in order to achieve uniformity and equitable and fair treatment of employees in addition to insuring that provisions bargained by both parties are followed as intended.

A. GENERAL STATEMENTS

Section 16.1 is a statement of intent and governs the application of the entire title. That is, when a potential meal situation arises, Section 16.1 must be applied in conjunction with other sections of the title.

Section 16.1 states that the provisions of this title shall be interpreted and applied in a practical manner and 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.

Comparable Substitute

Meaning those meals that Company or employee provides, under the provisions of Title 16, when employees:

1. are prevented from observing their usual customary meal practice(s).(Sections 16.1, 16.3, 16.4, - breakfast, lunch or dinner); or
2. are otherwise entitled to a meal at times preceding or following that period of the day when such employee observes a customary meal practice (Sections 16.3, 16.4).

The meal provided, under (1) above, 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, Item 2 above. 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 election of a "comparable substitute" for the meal missed should be followed. (See Labor Agreement Interpretation Supplement to Title 16 Meals comparable substitute for usual and average meals in the Clerical Agreement.)

Since it is impossible to cover in these guidelines every conceivable situation that could arise, only typical situations have been selected.

In reading these guidelines and related charts the following notes must be kept in mind:

1. Unless otherwise stated or indicated, the regular work hours for an eight hour day schedule are assumed to be 8 a.m. to 12 o'clock noon and from 12:30 p.m. to 4:30 p.m. The regular work hours for a nine hour day schedule are assumed to be 7:00 a.m. to 11:30 a.m. and from 12:00 p.m. to 4:30 p.m. The regular work hours for a ten hour day schedule are assumed to be 7:00 a.m. to 12:00 p.m. and from 12:30 p.m. to 5:30 p.m.

2. Normal and average meal hours (the time at which meals are normally consumed) for day employees are assumed. Normal meal times on non-work days are the same as on work days. However, exceptions to the above can occur in unusual situations when a pattern has been established, i.e., Thanksgiving and Christmas dinner (see Review Committee Case No. 1301).
3. For employees who do not work the same set of hours or begin at the same start time each day, the normal and average meal times on a non-work day will be the same as on the preceding regularly scheduled work day.
4. In certain cases, overtime pay for meal time is indicated on the charts in space equivalent to one-half hour where, in an actual situation, overtime is payable for actual time taken.
5. If a full-time employee (who works a five day, eight hour schedule) has worked one hour and seven and one-half minutes beyond regular work hours, he/she shall be entitled to a meal at Company expense (Section 16.3, Review Committee Case No. 732 - 1967 and Arbitration Case No. 73). (See pages 27-31 for application to employees who work non-standard schedules and pages 22, 25, and 26 for application to part-time employees.)
6. When a chart shows that Company provides a meal it means that the Company may either actually provide a meal on the job or elsewhere, or that the Company shall reimburse an employee for the cost of a meal. In the latter case, reimbursement is provided for only when the meal is purchased by the employee (Section 16.2). Pursuant to Letter Agreement 98-13, receipts and approval are required when requesting reimbursement from the Company.
7. Company shall pay the cost of any meal it is required to provide and the time necessarily taken to consume a meal shall be considered as hours worked, except when an employee is entitled to a meal at Company expense following dismissal from work the time allowance shall be one-half hour (and the employee is expected to eat at that time or a reasonable time thereafter). If an employee entitled to a meal at Company expense upon dismissal from work does not accept such meal, he/she shall nevertheless be allowed one-half hour's time with pay (Section 16.2).
8. Employees may choose to forego a meal earned during an overtime assignment that they are entitled to and take that meal as an allowance. Employees are allowed to accumulate meal allowances and the half hour of time normally provided to eat such meals and have such time tacked on to the end of their overtime work period. If employees elect to take a meal and half hour time allowance, they will qualify for their next meal after performing work for four more hours (Clarification letter dated November 15, 1988 and Pre-Review Committee 1283).
9. In cases where an employee chooses to delay a meal during an overtime assignment, subsequent meal entitlements are based on the hours worked and should not include the time taken to consume the delayed meal. In order to determine the next meal entitlement use the following chart:

Employee Elects To:	Time Meal is Earned	Time Meal is Taken	Time Next Meal is Due
Eat the meal	5:37-1/2 pm	5:37-1/2 pm to 6:37-1/2 pm	10:37-1/2 pm
Delay the meal	5:37-1/2 pm	7:00 pm to 8:00 pm	10:37-1/2 pm
Take an in lieu meal	5:37-1/2 pm	not applicable	9:37-1/2 pm

10. Travel time from home to headquarters or from headquarters to home, or time allowed for meals, shall not be included in computing time intervals for purposes of qualifying for a meal (Arbitration Case No. 14).

In Lieu of Meal Allowances

1. The in lieu allowances of Sections 104.10 and 16.2 are not applicable to an employee’s regular lunch period (Review Committee Case No. 1697). As such, if an employee is prevented from preparing his/her lunch (perhaps as a result of an emergency overtime call out prior to work), the employee does not have the option of opting for the missed meal allowance and half hour pay. Instead, the employee is entitled to a Company furnished lunch or reimbursement for the actual cost of a lunch purchased. This is consumed during the regular unpaid lunch period.
2. If an employee opts for an in lieu meal, the next meal is earned four hours from the point the first meal was earned. The four hour clock does not begin one half hour following the first meal entitlement. For example, an employee called out for emergency overtime at 8:00 p.m. earns a meal at 12:00 a.m. If the employee opts for the in lieu payment, the next meal is due at 4:00 a.m.(4 hours from 12:00 a.m., not 4 hours from 12:30 a.m.). It would be possible for an employee to earn as many as 6 missed meals in a 24 hour period.
3. The only in lieu payments which are \$8 and not \$15 are those meals which are earned **prior to reporting to work** and are nearest regular starting time or midpoint of regular hours. The key is to look at the time the employee reported to work. If at the time the employee reported, he/she was entitled to a meal, then it is a meal earned prior to reporting to work. If the employee is not entitled to a meal at the time they report to work then any meal entitlement would be earned during a work period, or following dismissal and would be \$15. For example:

An employee who regularly works 8:00 a.m. to 4:30 p.m. is called out and reports less than 2 hours before regular work hours and is not given an opportunity to eat. At the time the employee reports for work, s/he is entitled to a meal. As such, this is a meal missed prior to reporting to work and is paid at \$8 since it is nearest regular starting time.

If the same employee is called out and reports 2 hours or more before regular work hours, there would be no meal entitlement “prior to arrival” because the normal meal practice has not yet been disrupted. However, at approximately 7:00 a.m.(usual breakfast time) the employee is entitled to a meal. This is a meal missed “during a work period” and as such is paid at \$15.

Legend

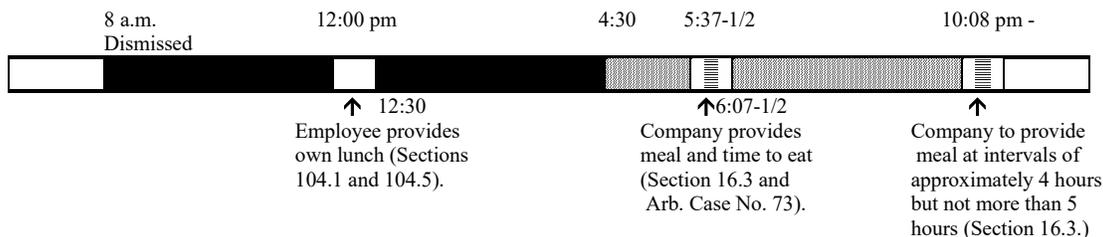
Time and pay are indicated on the charts, using the following legend:

 Straight-time Pay	 Overtime Pay for Work Time
 Straight Time Pay for Extended Hours (Part-Time)	 Overtime Pay for Meal Time
 No Pay	 Straight Time Pay for Meal Time
 Overtime Pay for Travel Time (Shown as ½ hour, but is actual travel time - Sections 12.4 and 12.7)	

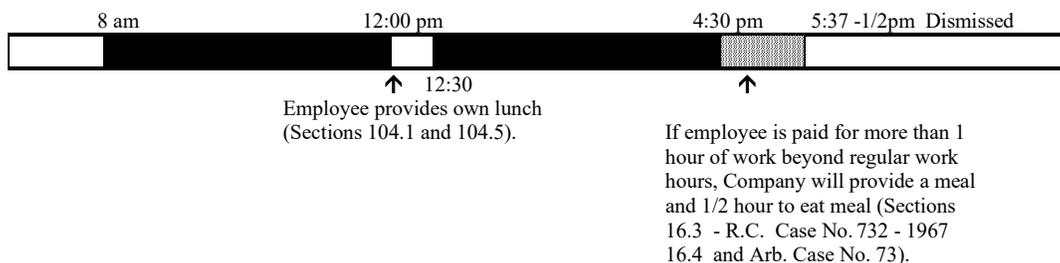
B. Overtime Work After or Outside of Regular Hours

8 Hour Day

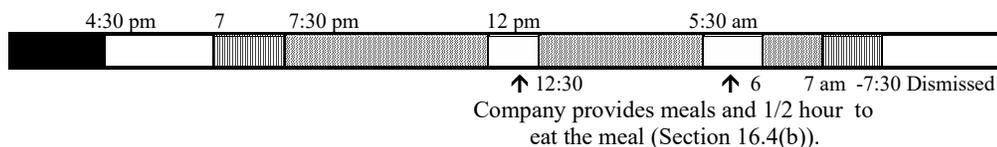
1. (a) When work continues after 5:37-1/2 p.m. (more than 1 hour after regular work hours), the policy with respect to providing meals and time to eat is governed by practicable and reasonable considerations. Company shall provide a meal approximately 1 hour after regular quitting time and with additional meals at intervals thereafter of approximately 4 hours, but not more than 5 hours, for as long as work continues (Sections 16.3 and Arb. Case No. 73).



(b)



- (c) When prearranged or emergency* work is scheduled to be completed wholly outside of regular work hours, employee is allowed to eat a meal at approximately 4 hours, but not more than 5 hours, after he/she starts work. Such employee shall be paid up to 1/2 hour for time in which to eat such meal (Section 16.4(b)). When such work continues, Company provides subsequent meals at intervals of 4 hours, but not more than 5 hours (Section 16.4(b))**



- Straight-time Pay
- Overtime Pay for Work Time
- Straight Time Pay for Extended Hours (Part-Time)
- Overtime Pay for Meal Time
- No Pay
- Straight Time Pay for Meal Time
- Overtime Pay for Travel Time (Shown as 1/2 hour, but is actual travel time)

*If the emergency call out interrupts an employee's normal meal time, the Company will provide such meal.

** The lunch period must be advanced so that it begins no later than 5 hours after:

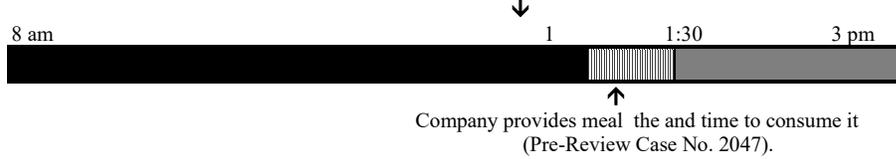
- (a) the conclusion of the breakfast meal period, or
- (b) the start of the breakfast meal period, if the employee opts for an in lieu of meal.

B. Overtime Work After Or Outside Of Regular Hours

Part-Time

2. (a) When an employee performs work for **more than 1 hour** beyond the regularly scheduled work period, **and** it has been 5 hours since reporting to work or employee's last meal period, the Company provides a meal and the time to consume it. (16.3(b)).

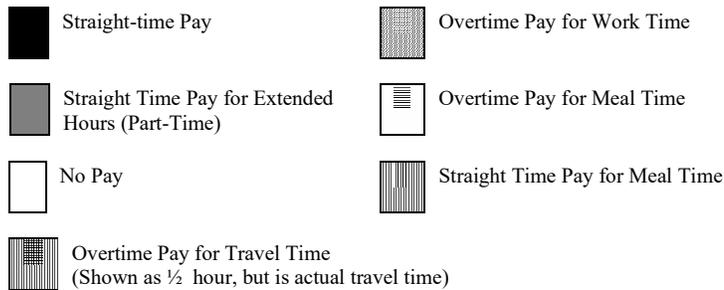
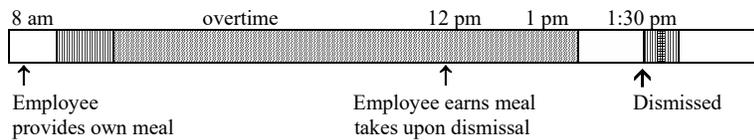
In this scenario, employee would earn a meal @ 2:07 1/2 but is scheduled to eat it after 5 hours in order to meet IWC Orders



(b) When an employee is extended at the straight rate of pay to work **one hour or less** and the work will be completed in less than 6 hours the employee is **not** entitled to a meal (16.3 (a) and IWC Order).



(c) When prearranged or emergency* overtime is scheduled **wholly outside** of the employee's regular work period, the employee is entitled to a meal and paid time to consume it after working 4 hours. The meal may be delayed up to 5 hours and taken upon dismissal.**



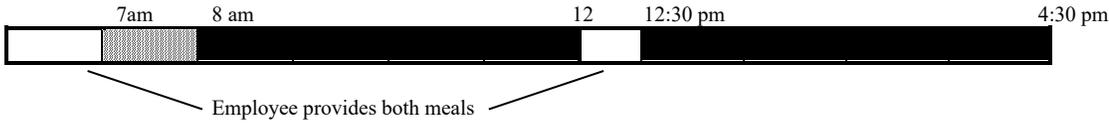
* If the emergency call out interrupts an employee's normal meal time, the Company will provide such meal. If Company does not give an employee an opportunity to eat a breakfast or prepare a lunch before reporting for work, it shall provide such meals.

** The lunch period must be advanced so that it begins no later than 5 hours after:
 a) the conclusion of the breakfast meal period, or
 b) the start of the breakfast meal period, if the employee opts for an in-lieu-of meal.

C. Overtime Work Before Regular Hours

8 Hour Day

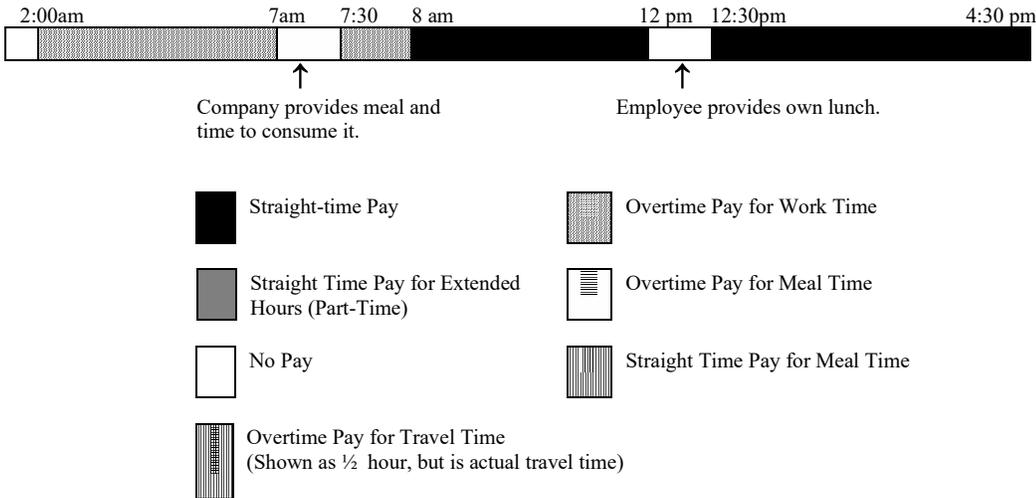
1. When prearranged or emergency* overtime starts at or later than 7 a.m., an employee provides his/her own breakfast and lunch as usual on work days or non-work days (Section 16.4).



2. When prearranged or emergency* overtime work is to start after 6:00 a.m. and before 7:00 a.m., an employee normally will eat breakfast before reporting to work. The employee will provides his/her own and eat it no more that five hours after the work began.



3. When prearranged or emergency* overtime work is to start at 6 a.m. or earlier on work days or non-work days, as part of prearranging the work, supervisors should instruct employees that breakfast shall be eaten before reporting for work or work will stop to permit breakfast at about the usual time therefor. In either case, the Company shall furnish a breakfast or reimburse the employee for a breakfast purchased. When a meal is purchased before reporting to work, the employee will be allowed one-half (1/2) hour in which to eat it. Employee may elect to take the in lieu of allowance provided for in Section 16.2. When work is stopped for breakfast, the time necessarily taken to consume the same shall be considered as hours worked. The employee would eat the lunch he/she prepared at the usual lunch time. Depending upon when breakfast was provided, lunch may need to be advanced.**



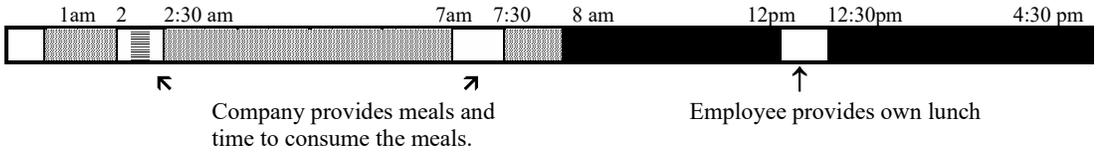
* If the emergency call out interrupts an employee’s normal meal time, the Company will provide such meal. If Company does not give an employee an opportunity to eat a breakfast or prepare a lunch before reporting for work it shall provide such meals.

**The lunch period must be advanced so that it begins no later than 5 hours after:

- a) the conclusion of the breakfast meal period, or
- b) the start of the breakfast meal period, if the employee opts for an in-lieu-of meal.
- c)

8 Hour Day (Continued)

4. When prearranged or emergency * work is to start earlier than 2:00a.m., plans shall be made to provide a meal at a time so it will be completed approximately 4 hours, but not more than 5 hours, prior to the usual breakfast time at 7:00 a.m., when another meal shall be scheduled. Normally, both these meals will be at Company expense and the time necessarily taken to consume such meals shall be considered as time worked. The employee then shall provide his/her own meal at the noon hour and the usual practice relating to lunch periods on work days shall prevail. When conditions require, it is permissible to schedule the meal provided by the employee to be eaten on his/her own time at one of the other meal times, but total meal time with pay and number of meals furnished by Company is to remain unchanged. Depending upon when the breakfast meal was provided, lunch may need to be advanced.**



- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
|  Straight-time Pay |  Overtime Pay for Work Time |
|  Straight Time Pay for Extended Hours (Part-Time) |  Overtime Pay for Meal Time |
|  No Pay |  Straight Time Pay for Meal Time |
|  Overtime Pay for Travel Time (Shown as 1/2 hour, but is actual travel time) | |

* If the emergency call out interrupts an employee's normal meal time, the Company will provide such meal. If Company does not give an employee an opportunity to eat a breakfast or prepare a lunch before reporting for work it shall provide such meals.

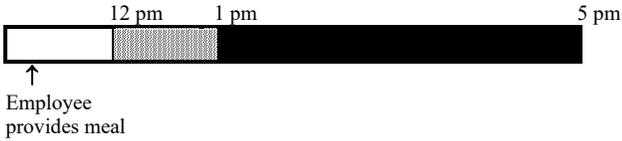
**The lunch period must be advanced so that it begins no later than 5 hours after:

- the conclusion of the breakfast meal period, or
- the start of the breakfast meal period, if the employee opts for an in-lieu-of meal.
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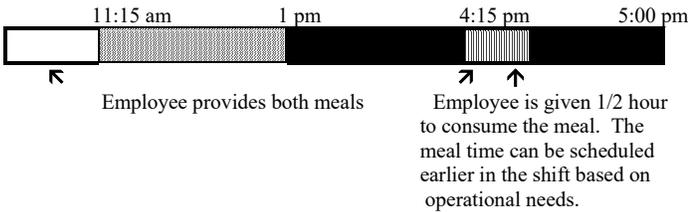
PART-TIME

The following examples show schedules that do not include a scheduled lunch period. In those instances when a part-time employee does have a lunch period as a part of their schedule, and the lunch has to be advanced, the lunch period time is without pay.

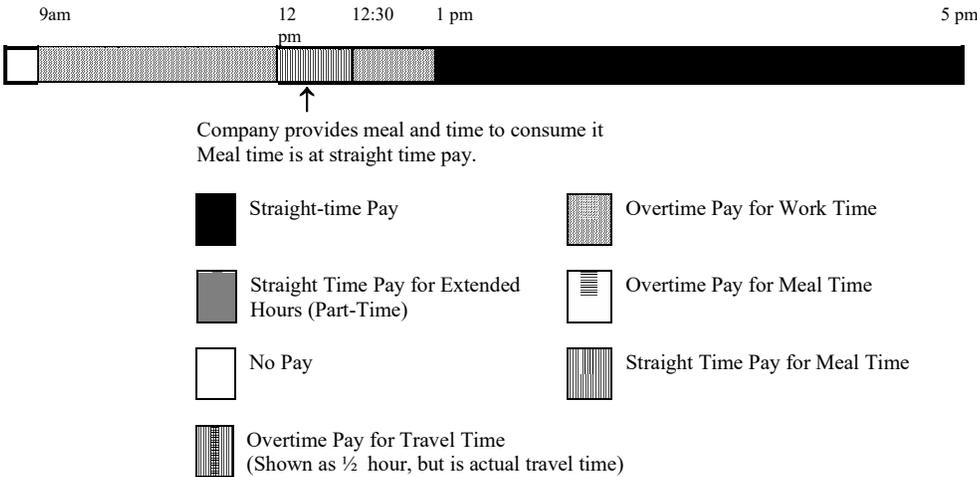
1. When prearranged or emergency* overtime starts **1 hour or less** before the regularly scheduled start time, an employee provides his/her own breakfast.



2. When prearranged or emergency* overtime starts **more than 1 hour but less than 2 hours** before the regularly scheduled start time, an employee's regular lunch period must be advanced**. The employee will be given 30 minutes of paid time to eat the lunch meal and the employee will provide his/her own meal.



3. When prearranged or emergency * overtime starts **between 2 hours and 6 hours** before the regularly scheduled start time, a Company furnished meal should be provided at the usual breakfast time (approximately 1 hour to 1/2 hour before the regularly scheduled start time). The employee would eat the lunch he/she prepared at the usual lunch time. Depending upon when breakfast was provided, lunch may need to be advanced. **



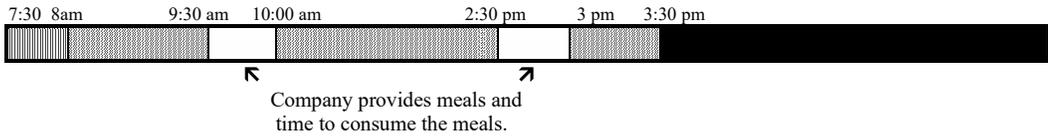
* If the emergency call out interrupts an employee's normal meal time, the Company will provide such meal. If Company does not give an employee an opportunity to eat a breakfast or prepare a lunch before reporting for work it shall provide such meals.

**The lunch period must be advanced so that it begins no later than 5 hours after:

- a) the conclusion of the breakfast meal period, or
- b) the start of the breakfast meal period, if the employee opts for an in-lieu-of meal.
- c)

PART-TIME (Continued)

4. When prearranged or emergency * overtime starts **more than 6 hours** before the regularly scheduled start time, a Company furnished meal should be provided approximately 4 hours, but not more than 5 hours, prior to the usual breakfast time (approximately 1 hour to 1/2 hour before the regularly scheduled start time), when another meal shall be provided. The employee eats the lunch he/she prepared at the usual lunch time. Depending upon when the breakfast meal was provided, lunch may need to be advanced.**



- | | | | |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------|
|  | Straight-time Pay |  | Overtime Pay for Work Time |
|  | Straight Time Pay for Extended Hours (Part-Time) |  | Overtime Pay for Meal Time |
|  | No Pay |  | Straight Time Pay for Meal Time |
|  | Overtime Pay for Travel Time
(Shown as 1/2 hour, but is actual travel time) | | |

* If the emergency call out interrupts an employee's normal meal time, the Company will provide such meal. If Company does not give an employee an opportunity to eat a breakfast or prepare a lunch before reporting for work it shall provide such meals.

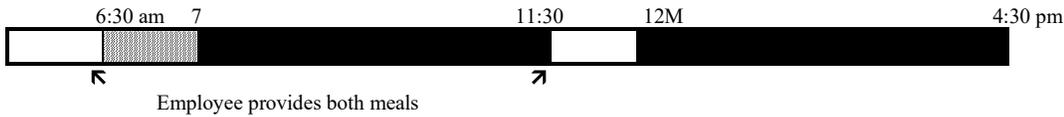
**The lunch period must be advanced so that it begins no later than 5 hours after:

- the conclusion of the breakfast meal period, or
- the start of the breakfast meal period, if the employee opts for an in-lieu-of meal.
-

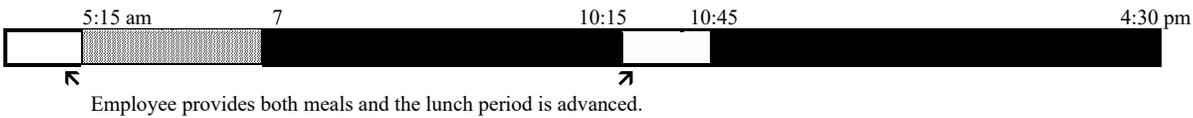
PREARRANGED WORK

NINE HOUR DAY

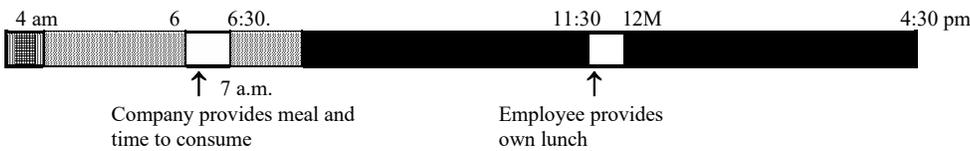
1. When prearranged or emergency* overtime starts **1/2 hour or less** before the regularly scheduled start time, and employee provides his/her own breakfast and lunch as usual then there is no need to advance the lunch period.**



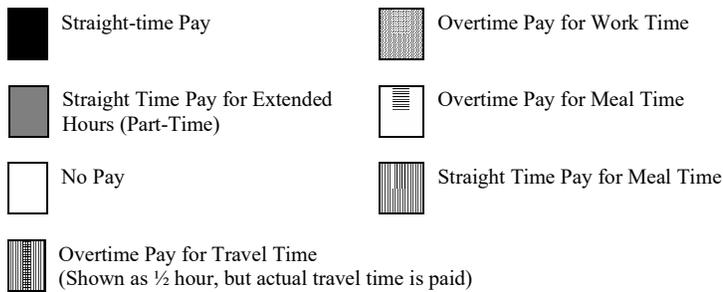
2. When prearranged or emergency* overtime starts **more than 1/2 hour but less than 2 hours** before the regularly scheduled start time, an employee provides his/her own breakfast and lunch as usual and lunch must be advanced. If advancing the lunch period results in advancing or delaying the meal beyond 1/2 hour the meal time will be paid at the overtime rate of pay. In this example the employee will be given 30 minutes of overtime to eat the lunch meal and the employee will provide his/her own meal.



3. (a) When prearranged or emergency* overtime starts **between 2 hours and 6 hours** before the regularly scheduled start time, a Company furnished meal should be provided at the usual breakfast time (approximately 1 hour to 1/2 hour before the regularly scheduled start time). The employee would eat the lunch he/she prepared at the usual lunch time. Depending upon when breakfast was provided, lunch may need to be advanced.**



(b)



* If the emergency call out interrupts an employee's normal meal time, the Company will provide such meal. If Company does not give an employee an opportunity to eat a breakfast or prepare a lunch before reporting for work it shall provide such meals.

**The lunch period must be advanced so that it begins no later than 5 hours after:

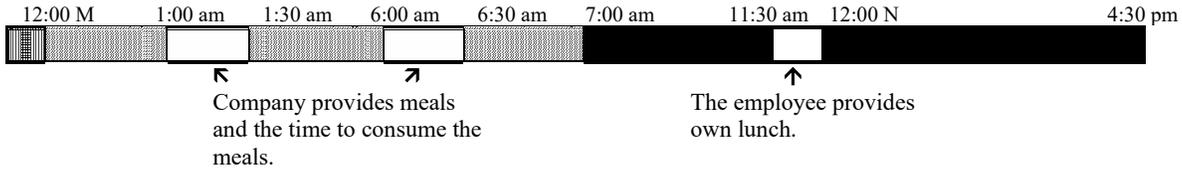
- the conclusion of the breakfast meal period, or
- the start of the breakfast meal period, if the employee opts for an in-lieu-of meal.

c)

PREARRANGED WORK

NINE HOUR DAY (Continued)

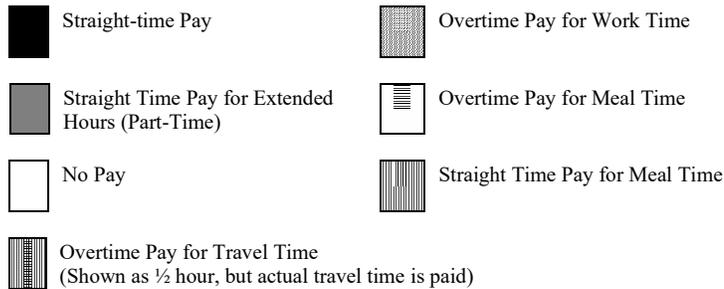
4. When prearranged or emergency * overtime starts **more than 6 hours** before the regularly scheduled start time, a Company furnished meal should be provided approximately 4 hours, but not more than 5 hours, prior to the usual breakfast time (approximately 1 hour to 1/2 hour before the regularly scheduled start time), when another meal shall be provided. The employee eats the lunch he/she prepared at the usual lunch time. Depending upon when the breakfast meal was provided, lunch may need to be advanced.**



5. When an employee works in excess of 30 minutes beyond the end of regular work hours, a meal is owed. (16.3a)



Circumstances may lead to interchanging the time of eating a meal to an earlier or later time, after regular work hours, other than as provided in Section 16.4 when the overtime work is expected to extend beyond such meal time. (See note 9 on page 2).



* If the emergency call out interrupts an employee's normal meal time, the Company will provide such meal. If Company does not give an employee an opportunity to eat a breakfast or prepare a lunch before reporting for work it shall provide such meals.

**The lunch period must be advanced so that it begins no later than 5 hours after:

- the conclusion of the breakfast meal period, or
- the start of the breakfast meal period, if the employee opts for an in-lieu-of meal.
-

PREARRANGED WORK

TEN HOUR DAY

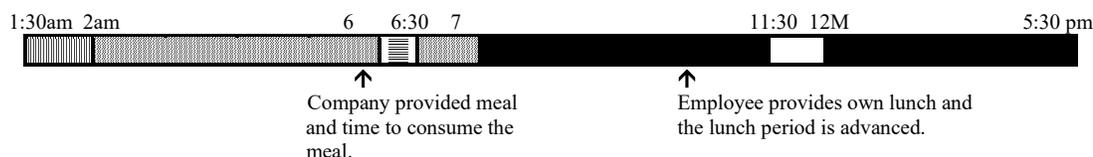
Employees working a ten hour schedule must have their lunch period scheduled five hours after their start time. (Letter Agreement 93-96 and IWC Order). No employee shall be required to work more than five hours without a meal (i.e., assuming a schedule of 7:00 a.m. to 5:30 p.m., any paid overtime prior to 6:00 a.m. or after 5:30 p.m. qualifies for meals per Title 104.) In all other situations, provisions of Title 104 will apply

- When prearranged or emergency* overtime starts **1 hour or less** before the regularly scheduled start time, the employee provides his/her own breakfast and lunch as usual. The lunch period is advanced to begin no more than 5 hours after the start of work.**

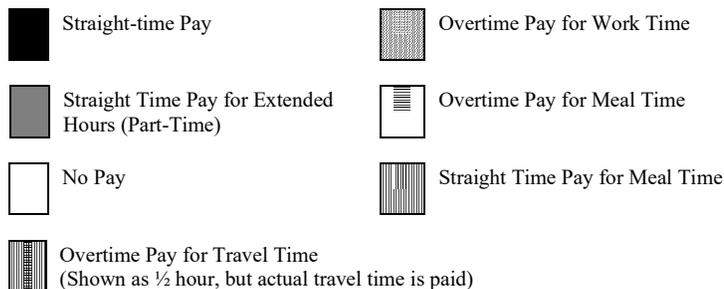
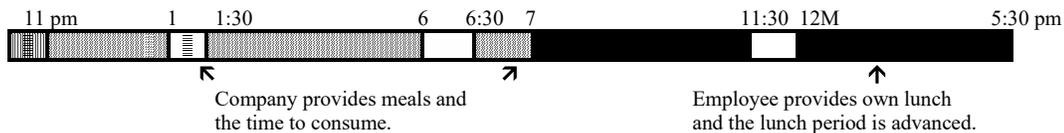


If overtime extends beyond quitting time in the above example, the employee must eat at 4:30 pm in order to comply with IWC Order and Letter Agreement 93-96.

- When prearranged or emergency* overtime starts **more than 1 hour up to 6 hours** before the regularly scheduled start time, a Company furnished meal should be provided at the usual breakfast time (approximately 1 hour to 1/2 hour before the regularly scheduled start time). The employee eats the lunch he/she prepared during the usual lunch time. Depending upon when the breakfast meal was provided, lunch may need to be advanced.** (16.4(c), L/A 93-96)



- When prearranged or emergency* overtime starts **more than 6 hours** before the regularly scheduled start time, a Company furnished meal should be provided approximately 4 hours, but not more than 5 hours, prior to the usual breakfast time (approximately 1 hour to 1/2 hour before the regularly scheduled start time), when another meal shall be provided. The employee eats the lunch he/she prepared at the usual lunch time. Depending upon when the breakfast meal was provided, lunch may need to be advanced.**



* If the emergency call out interrupts an employee's normal meal time, the Company will provide such meal. If Company does not give an employee an opportunity to eat a breakfast or prepare a lunch before reporting for work it shall provide such meals.

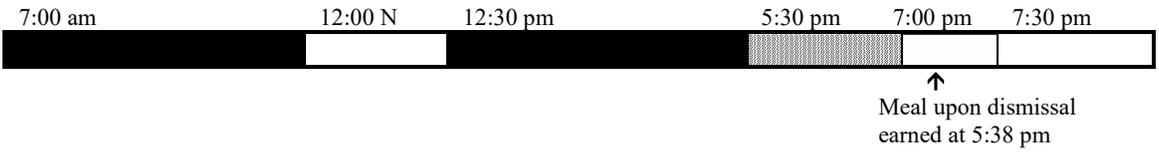
**The lunch period must be advanced so that it begins no later than 5 hours after:

- the conclusion of the breakfast meal period, or
- the start of the breakfast meal period, if the employee opts for an in-lieu-of meal.
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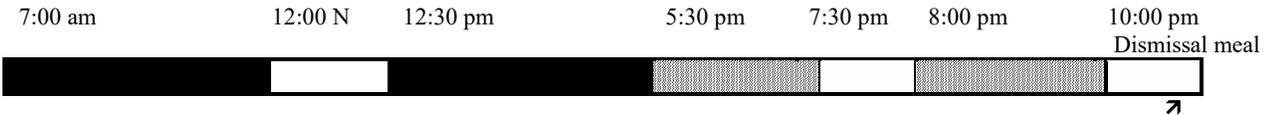
PREARRANGED WORK

TEN HOUR DAY (CONTINUED)

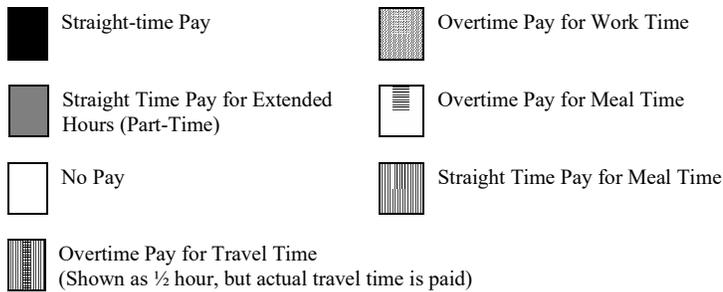
4 (a) When the employee works beyond the end of regular hours, a meal is earned after 7 ½ minutes.*



(b) Circumstances may lead to interchanging the time of eating a meal to an earlier or later time, after regular work hours, other than as provided in Section 16.4 when the overtime work is expected to extend beyond such meal time.* (see note 9 on page 2)



Company provides meal and ½ hour to eat (Section 16.2). This meal is taken approximately 4 hours after the time the meal, to which the employee became entitled under Section 16.3, would normally have been completed (5:45 pm).



TWELVE HOUR DAY

The meal treatment for 12 hour shift employees who are prearranged before the start of their regular shift is the same as 8 hour employees.

ALTERNATIVE WORK SCHEDULES AND MEALS

(Section 16.3)

WORKDAY SCHEDULE [Assuming regular work hours end at 4:30 pm]	“BEYOND QUITTING TIME” Meal Entitled at ____	AFTER WORKING #__ of Hours
8 hours	5:37-1/2 pm	1 hr 7-1/2 min
9 hours	5:07-1/2 pm	37-1/2 min
10 hours	4:37-1/2 pm	71/2 min
12 hours	5:37-1/2 pm	1 hr 7-1/2 min

- ⊕ **8 Hour Schedule:** 8 a.m. - 12 [meal] 12:30 p.m. - 4:30 p.m.
104.4 “...perform work **more than one hour** beyond regular quitting time...”
- ⊕ **9 Hour Schedule:** 7:00 a.m. - 11:30 a.m. [meal] 12:00 - 4:30 p.m.
LA 93-97 “...works more than one-half hour beyond normal work hours...provided they worked more than five hours since the last meal.”
- ⊕ **10 Hour Schedule:** 6:00 a.m. - 11:00 a.m. [meal] 11:30 a.m. - 4:30 p.m.
LA 93-96 “No employee shall be required to work more than 5 hours without a meal...” Any **paid** overtime after 4:30 p.m. qualifies for an overtime meal (i.e., work 8 minutes or longer).
- ⊕ **12 Hour Schedule:** 4:30 a.m. - 4:30 a.m.
Meals are eaten approximately at 8:30 a.m. and 12:30 p.m.; employees are permitted to eat meals during work hours.
LA 93-98 “Overtime meals will be handled in accordance with Titles 104 and 16.” That is, overtime meal entitlement after performing “work for more than one hour beyond regular work hours.”