

REVIEW COMMITTEE**PG and E****IBEW** 

PACIFIC GAS AND ELECTRIC COMPANY
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INTERNATIONAL BROTHERHOOD OF
 ELECTRICAL WORKERS, AFL-CIO
 LOCAL UNION 1245, I.B.E.W.
 P.O. BOX 4790
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 (415) 933-6060
 R.W. STALCUP, SECRETARY

CASE CLOSED FEB 0 2 1984
LOGGED AND FILED

D.J. BERGMAN, CHAIRMAN

RECEIVED FEB 0 2 1984

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

General Construction Grievance No. 3-1182-83-25
 P-RC 889

January 30, 1984

MR. R. S. BAIN, Chairman
 General Construction
 Joint Grievance Committee

MR. BOB CALLENDER, Chairman
 General Construction
 Joint Grievance Committee

Facts of the Case

A Gas Construction crew in Rodeo was scheduled for work prearranged overtime on March 4, 1983, the overtime to commence at the end of the crew's regular work hours and as an extension thereof.

At approximately 4:20 p.m. on March 4, the area General Foreman was informed that the planned work would have to be delayed for 1½ hours. The General Foreman then sent someone to purchase hamburgers, french fried potatoes and milk shakes for the crew members to eat while they waited to start work. The food was purchased, delivered to the crew and consumed by 6:00 p.m. The crew began the overtime work at 6:00 p.m., and continued to work until 10:00 p.m. that night. Upon release, the crew members were each paid an additional half hour at the overtime rate of pay, pursuant to Section 104.10 of the Agreement, plus \$10 for an overtime meal in lieu of a receipt therefor.

Discussion

The Union stated that a hamburger is not a "comparable substitute" for a dinner meal (ref. Section 104.1 of the Agreement). The Union noted that the agreed-to Labor Agreement Interpretation of Title 104 (ref. Page 176-177 of the Agreement) states, in part, that "Except for lunch, the foregoing does not imply that sandwiches and a hot beverage are to be considered as a comparable substitute...", and opined that, therefore, the crew members each should be paid an additional \$10 in consideration for his "missed" dinner meal.

The Company stated that the General Foreman had fully complied with the intent and language of Title 104 and the cited Labor Agreement Interpretation; that the grievants were treated very equitably in the subject incident; that the meal provided to the crew members adequately addressed their need for nourishment. The Company noted that the crew members were allowed more than an hour to consume the hamburgers, fries and milk shakes, at the overtime rate of pay, and that they were entitled to an additional overtime meal upon release for which they elected to receive \$10 in lieu of submitting receipts for actual meal costs.

January 30, 1984

Decision

The Pre-Review Committee is of the opinion that, under the specific circumstances of this case, it would have been appropriate to send the crew to a restaurant for dinner rather than bring the hamburgers, etc., to the job.

In order to assure that the General Foreman understands the intent of Title 104 relative to "comparable substitute" for meals, the Labor Agreement Interpretation on Pages 176 and 177 of the current Agreement (effective January 1, 1980) will be reviewed with him.

The case is closed on this basis.



D. J. BERGMAN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee

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