

104.10 P

REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
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INTERNATIONAL BROTHERHOOD OF
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R.W. STALCUP, SECRETARY

CASE CLOSED
LOGGED AND FILED
RECEIVED AUG 7 1985

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Stockton Division Grievance No. 16-379-84-63
P-RC 1003

August 7, 1985

MR. R. M. EDWARDS, Company Member
Stockton Division
Local Investigating Committee

MR. M. HARRINGTON, Union Member
Stockton Division
Local Investigating Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(v) of the grievance procedure to the Local Investigating Committee for settlement in accordance with the following:

Discussion

On November 29, 1984, Stockton Electric T&D employees were informed of the following new work rule pertaining to meal entitlements:

"If you are entitled to a meal at dismissal, and your arrival in the yard is less than five hours since your previous meal, you are to return to the yard for dismissal. Following dismissal, you may elect to consume a meal and be reimbursed for it plus one-half hour to eat it, or receive a flat meal payment plus one-half hour pay. This rule is based on the Company's obligation to control labor costs and to assure that each member of a crew may freely elect to either have a meal or receive a flat-rate meal payment without being hassled by his co-workers."

Prior to the addition of Subsection 104.10(b) to the Physical Agreement, providing for a flat-rate in-lieu meal payment, the Stockton Electric T&D employees were allowed to stop on the way back into the yard to eat a meal to which they were entitled.

In discussion of this case, the Committee reviewed language contained in the Title 104 Labor Agreement Interpretation - Comparable Substitute for Usual and Average Meals. The interpretation reads, in part:

"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... 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."
(emphasis added)

The Committee also recognized that it can be to the Company's advantage to allow a crew to stop on their way back to the headquarters and eat. If an emergency occurs, the crew is still assembled and available to work.

Decision

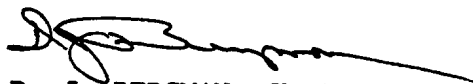
The Committee agreed that employees who are entitled to a meal at the completion of work are encouraged to return to the yard for dismissal prior to going to eat. This practice will alleviate potential disputes among crew members over whether to consume a meal or elect to receive the meal allowance provided for in Subsection 104.10(b).

However, the Committee did agree that employees entitled to a meal at the completion of work may stop and consume the meal at a location between the job site and the headquarters; provided that the crew follows a reasonable route back to the yard, and that the restaurant is not located in the immediate vicinity of the yard. In those cases where there is no appropriate restaurant on a reasonable route back to the yard or where the restaurant at which the meal is to be consumed is in the immediate vicinity of the yard, employees must return to the yard for dismissal prior to eating the meal, unless otherwise instructed by supervision, on a case-by-case basis.

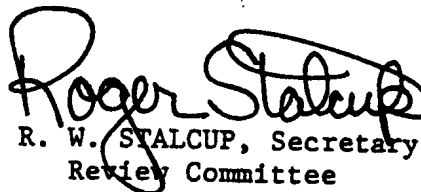
The Committee recognizes that "immediate vicinity" may mean different distances at different headquarters. It is the intent of the Pre-Review Committee that current practices in areas where employees are required to return to the yard, or need not return to the yard, before eating a meal at a particular restaurant, be maintained.

For example, in Stockton, employees consume some overtime meals at West Lane Bowl, which is located immediately adjacent to the yard. San Rafael Joe's is located one block from the San Rafael yard. If employees elect to eat at either of these restaurants, they must return to the yard prior to eating. On the other hand, Paines Restaurant in Hollister is located three blocks from the yard and employees are not required to return to the yard before eating.

Based on the above, this case is considered closed and should be so noted by the Local Investigating Committee.



D. J. BERGMAN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee