



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
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JUL - 3 1991

INTERNATIONAL BROTHERHOOD OF
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LOCAL UNION 1245, I.B.E.W.
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R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

**CASE CLOSED
LOGGED AND FILED**

RECEIVED JUN 25 1991

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Steam Generation Grievance No. SF-24-589-90-26
P-RC 1504

LORRAINE NOSS, Company Member
Steam Generation
Local Investigating Committee

ED CARUSO, Union Member
Steam Generation
Local Investigating Committee

Subject of the Grievance:

This case concerns the entitlement to a dinner meal allowance for a Steam Generation Crew who was on a traveling assignment and receiving a daily per diem allowance in accordance with the provisions of Title 201.

Facts of the Case:

The grievants from Geysers Power Plant were on a traveling assignment to Potrero Power Plant and were receiving the daily per diem allowance of \$36 which is intended to cover three meals and other incidentals.

The grievants were assigned to the second shift of a 202.17 schedule working a 10 hours per day/six days per week schedule with one hour of overtime prior to and one hour of overtime after the normal eight hour shift. Regular in-plant personnel were paid a meal upon dismissal (upon closer inspection of the record, it is questionable as to whether a meal was owed) and one half hour time allowance to consume the meal. The grievants were allowed only the one half hour but not the meal payment because, in Company's opinion, they were already being compensated for the dinner meal with per diem allowance. Company did agree, however, that if the grievants worked long enough to qualify for another meal, they indeed would be entitled to the meal payment as provided for a Subsection 104.10(b).

The Pre-Review Committee noted that Section 104.1 states: "The provisions of the Title shall be interpreted and applied in a practical manner...." and to compensate employees twice for the same meal would be in conflict with the intent of this section. The grievants were entitled to the one half hour time allowance, however, because the meal was earned on overtime.

Discussion and Decision:

The Committee agreed that no violation of the agreement occurred and this case is closed without adjustment. Such closure should be so noted by the Local Investigating Committee.



DAVID J. BERGMAN Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

MAShort(223-1123):wb