



REVIEW COMMITTEE



IBEW

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**CASE CLOSED
FILED & LOGGED**

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

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

**Fresno Division Grievance No. FRO-95-61
Fact Finding File No. 6238-95-255
Pre-Review Committee Case No. 2047**

MELANIE CURRY
Company Member
Local Investigating Committee

RON VAN DYKE
Company Member
Local Investigating Committee

Subject

This grievance concerns the meal entitlement for a part-time employee who was scheduled to work more than one hour beyond her regularly scheduled work period.

Facts of the Case

The grievant is a part-time employee whose basic workweek is Saturday through Wednesday. Sunday is a non-scheduled day in her basic workweek. Thursday and Friday are her non-workdays. Her scheduled hours of work are 7 a.m. to 12 noon on Monday, Tuesday and Friday, and 8 a.m. to 1 p.m. on Saturday.

For several months prior to this grievance, the grievant was scheduled to work beyond her regularly scheduled work hours for periods of time between 2.5 and 3 hours. In each case, she was provided with a meal break at approximately 4 to 5 hours from the start of her workperiod. On those occasions when the grievant was notified of the extension in her work period the prior day, and therefore had an opportunity to prepare a meal, she did not receive meal reimbursement or 1/2 hour paid time to eat the meal. When the grievant did not receive prior notification, she was provided meal reimbursement and 1/2 hour at the straight time rate. This grievance concerns those occasions when the employee did not receive meal reimbursement or the paid time to eat her meal.

Discussion

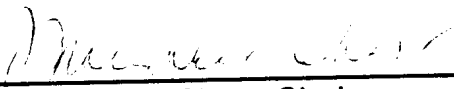
The Committee reviewed Section 16.1 and Subsection 16.3 (b) of the Agreement. Section 16.1 states that the intent of the meals provision is to provide a reasonable substitute when employees are prevented from observing their usual and average meal practice. Subsection 16.3 (b) applies directly to the part-time employee. It states, in part, that "a part-time employee who has performed work for more than one hour beyond the employee's regularly scheduled work period shall be entitled to a meal and the time in which to eat it at the straight rate of pay, up to one-half hour, upon dismissal provided the employee has performed work for five hours since reporting for work or the employees last meal period."

The Company maintained that Section 16.1 and 16.3(b) must be considered together to determine the intent of the parties. Employees are to receive a paid meal and the time to eat it only when they are prevented from observing their usual meal practice. In this case, the grievant was informed that her work hours were to be extended the prior day and she had ample opportunity to prepare a meal. Her new scheduled work period included an unpaid lunch period. Therefore, her usual and average meal practice was not disrupted. Subsection 16.3 (b) would only apply in those situations where the employee was not notified in advance of the change to her work schedule.

The Union argued that the language in Subsection 16.3 (b) is clear and unambiguous. A part-time employee who has worked more than one hour beyond her regularly scheduled work period and five or more hours since reporting for work is entitled to a meal and the time in which to eat it. There is nothing in the Agreement which states that the Company may avoid the obligation to provide a meal by giving the employee advance notice.

DECISION

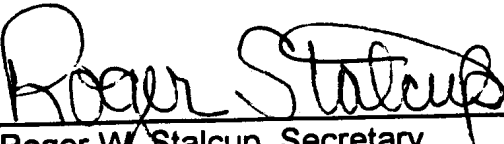
The committee agrees that the language in Subsection 16.3 (b) is clear and unambiguous and reflects the intent of the parties when it was bargained. Therefore, the grievant is entitled to reimbursement for meals and meal time on those occasions when she worked more than one hour beyond her regular part-time schedule of four hours (was paid for 1 1/4 hours beyond.) On that basis, this grievance is considered closed.



Margaret A. Short, Chairman
Review Committee

10/24/96

Date



Roger W. Stalcup, Secretary
Review Committee

10/24/96

Date