



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(510) 974-4282

RECEIVED
JAN. 20, 1999
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
(510) 933-6060
R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

San Jose Division Grievance No. SJO-97-21
Fact Finding No. 6653-98-028
Pre-Review Committee No. 2163

PAM COEN
Company Member
Local Investigating Committee

KATHY MAAS
Union Member
Local Investigating Committee

Subject

This grievance resulted when a crew worked through their meal periods, on two separate occasions, while on pre-arranged overtime assignments wholly outside of regular work hours. The remaining issue is whether or not the grievants are entitled to meal reimbursement for the first missed meal.

Facts of the Case

On June 9, 1997 the grievants began a prearranged overtime assignment at 7 p.m. that concluded the following day at 7 a.m. As they were anxious to restore service to customers before regular business hours, they did not stop work to consume any meal during this twelve hour period. They were provided one missed meal allowance and ½ hour under Sections 104.7 and 104.10.

On June 17, 1997 the grievants began a prearranged overtime assignment at 8 p.m. and concluded the following day at 8:30 p.m. Again, they did not stop to consume any meal during this work assignment. The grievants were paid two missed meal allowances and two 1/2 time allowances under Sections and 104.7 and 104.10.

In both of these instances, the grievants decided among themselves to forego their meal breaks.

Discussion

The Fact Finding Committee agreed that the grievants should have had received an additional missed meal allowance and ½ hour under Section 104.10 for the June 10 assignment. Further, they agreed that inasmuch as the employees worked through their

first meal period on both assignments, they should be paid an additional 1/2 hour for each.

The remaining issue is whether or not the grievants are entitled to meal reimbursement for the first meal period that was missed on both work assignments.

Section 104.6 requires that the first meal of a prearranged overtime assignment is to be provided by the employee. Section 104.10 provides an in-lieu meal reimbursement for any meal that the Company is required to provide. Section 104.6 states:

"If Company requires an employee to perform prearranged work wholly outside of regular work hours on either workdays or non-workdays such employee shall be permitted to have time off for a meal approximately four hours but not more than five hours after the employee starts work, such meal to be furnished by the employee at the employee's own expense. The time necessarily taken for any such meal up to one-half hour shall be at Company expense. (Amended 1-1-91)

Decision

The Committee agrees that inasmuch as the Company is not required to provide the first meal of a prearranged overtime assignment, there is no requirement under Section 104.10 to provide meal reimbursement. Therefore, with the adjustments provided by the Fact Finding Committee, this grievance is considered closed.

Margaret A. Short
Margaret A. Short, Chairman
Review Committee

1/12/99
Date

Roger W. Stalcup
Roger W. Stalcup, Secretary
Review Committee

1/12/99
Date