

PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS
741.5

North Bay Division Grievance Number 17

LOCAL 2200

March 14, 1961

MR. D. K. STUART, Chairman
North Bay Division
Joint Grievance Committee

This refers to North Bay Division Grievance Number 17, which was referred to the Review Committee for settlement.

Under the heading of "Position of the Parties" it is noted that you state, "Section 104.2 applies to this case and as the actual work time was only two hours, exclusive of travel time, we do not feel the employees were entitled to a meal." You further contend that Section 104.1 of the Agreement does not apply to the case involved.

In the Review Committee's analysis of this case from the record submitted, it is noted that it relates to emergency work wherein employees were called from their homes at 5:00 a.m. on a non-work day; the repairs were completed and all of the crew members were at home at 8:00 a.m. with a total of one hour travel time shown for each man, that is; one-half hour in each direction between home and head-quarters.

Section 104.1 of the Agreement is a general preamble to Title 104 and should be utilized when interpreting other Sections of the Title, particularly in borderline cases where a question may arise with respect to Company's obligation to provide a meal. (Refer to R. C. Decision No. 61.) This case falls in that category. Instead of taking the position that Section 104.1 does not apply, consideration should be given to other factors which may be involved. For example: What understanding, if any, concerning meals was had with the employees at the time they were called from their homes at 5:00 a.m.? Was there any indication to the employees that the emergency job would be completed before 8:00 a.m. -- or was the extent of the time period for completing the job unknown at the hour the employees were called? Did the employees eat breakfast before they reported for work? Did they actually eat a breakfast other than at home after completing the work? Were there extenuating circumstances indicating that the work interfered with any of the employees' usual breakfast period? Did the employees, lacking definite information about breakfast, have reason to believe that the Company would furnish the meal? If so, why?

Answers to questions of this type provide the basis on which judgments should be exercised concerning the Company's obligation under the intent of Section 104.1. This grievance is, therefore, being referred back to the Division for further consideration.

V. J. THOMPSON, Chairman
Review Committee

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