

REVIEW COMMITTEE DECISION

Review Committee File No. 663  
East Bay Division Joint Grievance Committee No. 1-65-5

Subject of Grievance

The case involves the determination of a question of the application of Title 104 of the Physical Agreement. It concerns a meal practice of a shift employee while performing overtime work. In this case, the employee had qualified for a meal under the provisions of Title 104.

The grievant in this case is an Emergency Relief First Operator. On the day in question, he was assigned to work at a temporary headquarters which continued beyond his regular hours of work. He left the temporary headquarters, following conclusion of the overtime work there, stopping en route to his home to eat. The time taken to consume the meal was less than 1/2 hour.

Discussion

The grievant is a shift employee. Such employees qualify for Company provided meals in the same manner as day or service employees. The meals for which they qualify are normally consumed while they work (104.12), and they are not allowed additional time at Company expense to eat such meals.

In earlier decisions of the Review Committee it has been recognized that shift employees may prefer to postpone the meal until they are dismissed and procure it at a restaurant on the way home. In those cases, where the overtime work period is four hours or less, the employee is paid for the actual cost of the meal (Section 104.9) but as the time in which to eat the meal would be in addition to the time worked, he is not entitled to pay for that time (Section 104.13).

Suppose, however, that such an employee is not permitted time to eat the meal (for which he has qualified) during work hours. He has no choice but to eat after dismissal from work, or at the end of the work period, in which case Section 104.13 is no longer applicable. In such a case then, where the nature of the work, or the assignment, prevents the shift employee from observing his usual meal practice during work hours, and he purchases a meal following dismissal from work, he shall be reimbursed for the cost of the meal (104.9) as well as the time taken to consume the meal up to 1/2 hour (104.10).

Decision

Inasmuch as the employee qualified for a meal before he left his temporary headquarters, and as the work assignment prevented him from taking his customary meal during work hours, he is entitled to be paid for the time taken to eat the meal following dismissal from work.

FOR UNION:

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W. M. Fleming  
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By D. J. McPeak

Date March 1, 1966

FOR COMPANY:

E. F. Sibley  
C. L. Yager  
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By L. V. Brown

Date 3/1/66