

REVIEW COMMITTEE DECISION

Review Committee Files Nos. 837, 838, 845, 914, and 1022
East Bay Division Grievances Nos. D.Gr/C 1-68-11,
D.Gr/C 1-68-12, L.I.C. 1-68-21, D.Gr/C 1-69-18, and
Coast Valleys Division Grievance No. D.Gr/C 18-70-28

Statement of the Grievances

The grievances all concern meals purchased by shift employees in Company's power plants. Specifically, in each case, the employee chose to procure a meal from a local restaurant which was delivered either by the employee's wife or a local taxi company. The grievants each submitted receipts for the total cost of the meal (excluding taxi fare, where applicable), which was denied by Company. The grievants were paid \$1.50, as then provided for in Section 104.12.

The correction sought by the grievants is to receive the payment in full for the meals procured by them and delivered to the plant for their consumption.

Discussion

These cases involve long-standing practices in steam plants. In the first place, up until 1966 the shift employees were reimbursed a flat \$1.50 for any meal consumed by them while at work at a power plant. The \$1.50 was established in Section 104.12. Sometime during 1964 the practice had been relaxed to the extent of allowing the shift employee to wait the termination of his shift and then to procure a restaurant-type meal after leaving work, for which he was reimbursed the cost of the meal but not for the time to eat it. In 1966, an outcome of bargaining that year, the Company agreed to reimburse shift employees for the reasonable cost of meals purchased from "local meal delivery services", but not to pay the delivery charges, if any, for such meal.

In reviewing the subject grievances, the Review Committee is aware that the so-called "Chicken Delight" type of local meal delivery service is not available in all areas served by Company's plants. On the other hand, it is evident that there are in some cases local restaurants who will prepare a meal to be eaten away from the restaurant that can be delivered to the plant gate. The crux of the question then is whether an employee who cannot avail himself of a "local meal delivery service" is limited to preparing his own meals from the facilities found at the plant. This question was further discussed in 1970 negotiations, but not mutually resolved. Notwithstanding this, the Committee believes that the practice should be relaxed in those areas where plants cannot be served by the "Chicken Delight" type of restaurant. In these instances,

although the Company will not authorize the employee to order a meal from a restaurant to be delivered to the plant gate, the employee will be permitted at his discretion do so and, if he does, the Company will reimburse him the reasonable cost of the meal prepared by such a restaurant but will not pay for nor authorize delivery of such a meal to the plant. This is simply to say that if a "Chicken Delight" type of facility is not available to such an employee, he may order a meal from a local restaurant and Company will not be responsible for the method chosen by the employee to have it delivered to the plant gate nor will Company assume any risk or liability for delivery of such a meal.

Decision

The cases presently before the Review Committee are the result of a lack of a mutual understanding during bargaining and, therefore, no adjustment is authorized for those cases by this decision. The decision set forth above will be applicable in future instances where it is applicable.

FOR UNION:

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E. Sheldon
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By 

Date 11-9-71

FOR COMPANY:

J. A. Fairchild
H. J. Stefanetti
L. V. Brown

By 

Date 11-9-71