

**PG and E**  
**FOR INTRA-COMPANY USES**

DIVISION OR DEPARTMENT INDUSTRIAL RELATIONS  
 FILE NO. 741.5  
 RE LETTER OF SUBJECT  
 Review Committee File No. 1301  
 San Joaquin Division Grievance No. D.Gr/C 25-73-10  
 Payment of Meal While on an Emergency, Mr. Melvin Helm

RECEIVED  
 MAY 24 1974  
 L.U. 1245 I.B.E.W.

May 23, 1974

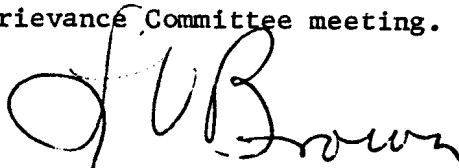
MR. A. O. CLARK, Chairman  
 San Joaquin Division  
 Joint Grievance Committee

The Review Committee has discussed the above-subject grievance and is returning it to the Joint Grievance Committee for settlement in accordance with the following:

The guidelines for use in the administration of Title-104-Meals of the Labor Agreement, the Physical Agreement, and our decision in Review Committee Case No. 61 established the principle that day employees usual and average evening meal practice occurs between 6 and 7 p.m. It was not intended to cover situations where employees choose to wait and eat three or four hours after the conclusion of their workday. The only exception to this would be in special situations where the normal dinner meal would be eaten at an unusual time, such as Thanksgiving and Christmas dinners.

Applying this intent to the case at hand, it is the opinion of the Review Committee that the employee may eat at any time he desires; but the Company is only liable for payment during the periods that are considered to be the normal meal practice for this situation. Therefore, the Grievant is denied reimbursement for the meal in question.

This case is considered closed and should be so noted in the minutes of your next Joint Grievance Committee meeting.



L. V. BROWN, Chairman  
 Review Committee

DJBergman:mt

cc: EEFoley  
 IWBonbright  
 JAFairchild  
 HJStefanetti  
 ADOwen  
 DSSolberg  
 LNFoss, IBEW

REVIEW COMMITTEE DECISION

R. C. FILE #61

SAN JOAQUIN DIVISION GRIEVANCE #104 - MEAL AT COMPANY EXPENSE

SUBJECT OF GRIEVANCE:

THE EMPLOYEE, A LINE SUBFOREMAN, WAS CALLED OUT FOR EMERGENCY WORK ON A HOLIDAY AT 3:00 IN THE AFTERNOON. HE COMPLETED HIS WORK ASSIGNMENT AT 6:15 P.M., HAVING WORKED THREE HOURS AND FIFTEEN MINUTES. A TIME CARD, APPROVED LOCALLY, WAS SUBMITTED FOR TIME TO EAT A MEAL FROM 6:15 TO 6:45 P.M., BUT PAYMENT WAS REFUSED BY THE DIVISION ACCOUNTING DEPARTMENT. AS A RESULT OF SUCH ACTION, THIS GRIEVANCE WAS FILED. IN THE JOINT GRIEVANCE COMMITTEE DISCUSSION, COMPANY CONTENDED THAT THE EMPLOYEE WAS DISMISSED IN TIME TO OBSERVE HIS USUAL MEAL PRACTICE, WHEREAS THE UNION STATED THAT THE COMPANY SHOULD HAVE PROVIDED THE EMPLOYEE WITH A MEAL INASMUCH AS HE WAS DEPRIVED THE PRIVILEGE OF EATING HIS EVENING MEAL WITH HIS FAMILY.

STATEMENT AND DECISION:

SECTION 104.1 OF THE AGREEMENT STATES THAT THE MEAL PROVISIONS OF TITLE 104 SHALL BE INTERPRETED AND APPLIED IN A PRACTICAL MANNER TO CONFORM TO THE INTENT OF THE PARTIES AND THAT WHEN EMPLOYEES ARE PREVENTED FROM EATING A MEAL AT APPROXIMATELY THE USUAL TIME, THE COMPANY WILL PROVIDE A MEAL. THIS SECTION WAS INSERTED IN THE CONTRACT AS RECOGNITION OF THE FACT THAT OCCASIONALLY UNUSUAL AND BORDERLINE CASES ARISE WHICH SHOULD BE DETERMINED ON THE BASIS OF REASONABLENESS RATHER THAN BY STRICT INTERPRETATION OF THE CONTRACT LANGUAGE. IN OTHER WORDS, THE MEAL PROVISIONS OF TITLE 104 ARE NOT TO BE UNREASONABLY EXTENDED NOR ARE THEY TO BE IGNORED IN APPROVING OR DISAPPROVING MEALS AT COMPANY EXPENSE, BUT IT IS EXPECTED THAT WHERE ALL THE CIRCUMSTANCES OF A PARTICULAR CASE ARE KNOWN, GOOD JUDGMENT MAY ALLOW FOR JUSTIFIABLE DEVIATIONS FROM A LITERAL INTERPRETATION OF THE CONTRACT LANGUAGE.

AS TO THE PRESENT GRIEVANCE, THE FACTS OF WHICH THIS COMMITTEE BELIEVES REPRESENT A BORDERLINE CASE, THE MEAL IS TO BE PROVIDED AT COMPANY EXPENSE. THIS DECISION IS BASED ON THE FOLLOWING CONSIDERATIONS:

1. THE NORMAL DINNER MEAL HOUR MAY BE CONSIDERED TO EXTEND FROM 6:00 P.M. TO 7:00 P.M. - THE EMPLOYEE WORKED UNTIL 6:15 P.M.
2. THE EMPLOYEE TELEPHONED HOME AT 6:15 P.M. AND FOUND THAT HIS FAMILY HAD ALREADY COMPLETED DINNER.
3. THE TIME CARD FOR THE MEAL PERIOD WAS APPROVED IN THE DISTRICT WHERE THE SUPERVISOR WAS FAMILIAR WITH THE SPECIFIC CONDITIONS OF THE OVERTIME WORK.

FOR UNION:

RAY MICHAELS  
LEONARD GEHRINGER  
ELMER B. BUSHBY

By: /s/ ELMER B. BUSHBY(MAW)

DATE 3-15-54

FOR COMPANY:

H. F. CARR  
R. J. TILSON  
V. J. THOMPSON

By: /s/ V. J. THOMPSON

DATE 3-15-54