

REVIEW COMMITTEE**PG and E**

PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125

D.J. BERGMAN, CHAIRMAN

- ☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

**CASE CLOSED
LOGGED AND FILED**

RECEIVED JUN - 2 1988**REVIEW COMMITTEE DECISION**

Shasta Division Grievance No. 13-272-87-10
Review Committee File No. 1652-87-5

JUN 15 1988

IBEW

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
R.W. STALCUP, SECRETARY

Pursuant to Section 102.6, Step Five B(iv)(4) of the Physical Agreement, this grievance was referred to an Ad Hoc Negotiating Committee. The Ad Hoc Negotiating Committee has returned the grievance to the Review Committee for settlement in accordance with the following:

Subject of the Grievance

This case concerns the meal entitlement(s), if any, for employees called out less than two hours but more than one hour before their regular work hours.

Facts of the Case

On various dates, Troublemens at the Redding headquarters whose regular work hours began at 8:00 a.m. were called out for emergency overtime at 6:15 a.m. and 6:30 a.m. In accordance with Section 104.3, the Troublemens were not provided a breakfast, and lunch period was moved forward in order to comply with IWC orders that prohibit working more than five hours beyond the commencement of work without providing a meal break.

Discussion

It was the Union's position that such advancing of the lunch period, while proper under the Meals Clarification last amended on December 8, 1986 by the parties, results in the payment of overtime for work performed in the regular lunch period and the eating of lunch on Company time as provided for in Section 202.4.

Company argued that the advancing of the lunch period for overtime starting after 6:00 a.m. and before 7:00 a.m., assuming an 8:00 a.m. start time, was not a contractual requirement but an accommodation to bring the contract in compliance with the IWC orders. Previously, an employee who started work less than two hours before their regular starting time would observe their usual lunch arrangements which would result in lunch being eaten more than five hours after work began.

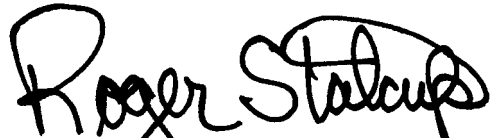
Decision

The Ad Hoc Negotiating Committee recognized that advancing the lunch period under the circumstances outlined in this case without the payment of overtime during the lunch period would appear to be in conflict with the language of Section 202.4. However, that was not the parties' intent when the language in the Meals Clarification was renegotiated. In order to clarify this issue, the Ad Hoc Negotiating Committee, pursuant to Section 400.4, agreed to revise Section 202.4 in Letter Agreement 88-16-PGE to add Subsection (e) as follows; or (e) when prearranged or emergency overtime work starting after 6:00 a.m. and before 7:00 a.m. results in advancing the lunch period to provide for the meal to be eaten no more than five hours after work began.

On the basis of the above, this case is considered closed without adjustment.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

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PACIFIC GAS AND ELECTRIC COMPANY**PGE** +

245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

January 28, 1988

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, CA 94596

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Pursuant to Section 102.6, Step Five B(4) and Title 400 of the Physical Agreement, an Ad Hoc Negotiating Committee met to discuss Shasta Division Grievance No. 13-272-87-10, Review Committee File No. 1652-87-5. Pursuant to Section 400.4, the Committee agreed to revise Section 202.4 as follows:

"202.4 HOURS - GENERAL RULE

"In general, and except as otherwise provided herein, the regular hours of work shall be from 8 a.m. to 12 o'clock noon and from 12:30 p.m. to 4:30 p.m., or from 8 a.m. to 12 o'clock noon and from 1 p.m. to 5 p.m.; provided, however, that the regular lunch period may be advanced or delayed one hour or less for any of the following reasons, namely, (a) when work which must necessarily be performed on facilities serving a customer of Company can most conveniently be performed during such customer's lunch period; (b) when work must necessarily be performed by reason of an interruption to utility service or other emergency having occurred; (c) when work must necessarily be performed to eliminate a hazard to life or property; (d) when the Company foreman or other supervisor and the employees involved mutually establish a different lunch period or agree to a temporary change in the regular lunch period; or (e) when prearranged or emergency overtime work starting after 6:00 a.m. and before 7:00 a.m. results in advancing the lunch period to provide for the meal to be eaten no more than five hours after work began. A change in lunch period for any of the foregoing reasons shall not be deemed to require the payment of overtime except that if the regular lunch period is advanced or delayed for more than one hour for any of the reasons

January 28, 1988

herein listed (a), (b), and (c), the employees involved shall be paid at the overtime rate for work performed in the regular lunch period and may eat their lunch on Company time.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By 
Manager of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

Feb, 1988

By 
Business Manager