

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

JUN 15 1988

**CASE CLOSED
LOGGED AND FILED**

RECEIVED JUN - 3 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

Coast Valleys Division Grievance No. 18-1017-87-16
Review Committee File No. 1655

The above-referenced case was referred to an Ad Hoc Negotiating Committee pursuant to Section 102.6, Step 5B(4) and has been returned to the Review Committee for settlement in accordance with the following:

Facts of the Case

At 12:15 a.m., on March 5, 1987, the grievants were called out to work emergency overtime. At 4:00 a.m. - 4:45 a.m., the grievants ate a meal. Both grievants worked into their regular work hours, which began at 8:00 a.m., with one grievant being released at 8:15 a.m. and the other at 8:30 a.m. As a result of having worked emergency overtime the prior evening, the grievants qualified for a rest period.

Discussion

It was the Union's belief that, pursuant to Section 104.3 of the Physical Agreement and Paragraph B2(b) of the Meals Clarification, any time an employee is called out earlier than 2:00 a.m. on a workday, they will be entitled to a meal at 7:00 a.m and each four-five hours before 7:00 a.m. The meal entitlement at 7:00 a.m. is to align the subsequent meal with the employee's regular lunch period. In this case, the Union believes that since the callout was at 12:15 a.m., the grievants were entitled to a meal at 2:00 a.m. That meal was delayed pursuant to Paragraph C4(d) of the Meals Clarification until 4:00 a.m. As a result, another meal was due at 7:00 a.m. and was delayed until the grievants' dismissal.

Company argued that Section 104.2 was applicable as the language referred to in Paragraph B2(b) of the Meals Clarification is predicated on an employee working into and through his regular work hours, resulting in a need to align the employee for the regular lunch period. In this case, and any other case when an employee would be entitled to a rest period, the employee will be entitled to eat every four to five hours from the time reporting to work until released. Company opined that the grievants would have been entitled to a meal at 8:45 a.m.

Decision

The Committee agrees that the distinction between Sections 104.2 and 104.3 is whether or not an employee works into regular work hours. If it is known in advance that an assignment will result in working into but not necessarily through regular work hours, the application of Section 104.3 is clear. If the duration of the assignment is not known in advance, it is appropriate to apply Section 104.2, namely eating at intervals of four to five hours after reporting. If the employee does work into regular work hours, then Section 104.3 will apply, retroactively if necessary.

In this case, the grievants are entitled to the \$11.55 in-lieu allowance in effect at the time of the grievance, and the one-half hour allowance for a meal upon dismissal pursuant to Subsection 104.10(a).

On the basis of the foregoing, this case is considered to be closed.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER V. STALCUP, Secretary
Review Committee

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