



PACIFIC GAS AND ELECTRIC COMPANY
 201 MISSION STREET, ROOM 1508
 MAIL CODE P15B
 P.O. BOX 770000
 SAN FRANCISCO, CALIFORNIA 94177
 (415) 973-8510

RICK R. DOERING, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

REVIEW COMMITTEE

FEB - 9 1994
CASE CLOSED
LOGGED AND FILED

RECEIVED FEB - 8 1994

104.4 (P) -OT meal due after
 16.3(a) (C) working more than
 ½ hr beyond reg

/work hrs when
 /working 9-hr
 /day.

IBEW



INTERNATIONAL BROTHERHOOD OF
 ELECTRICAL WORKERS, AFL-CIO
 LOCAL UNION 1245, I.B.E.W
 P.O. BOX 4790
 WALNUT CREEK, CALIFORNIA 94596
 (510) 933-6060
 R.W. STALCUP, SECRETARY

Russian River Division Grievance RUS-91-33
 SF Bay Power Plants Grievances SFP-93-04 & SFP-93-05
 Mission Trail Region Grievance SJO-93-12
 Ad Hoc Committee 33-93-2
 RC 1754

REVIEW COMMITTEE DECISION

Subject of the Grievance:

These cases question whether employees on a nine-day, eighty-hour (9/80) schedule who work 45 minutes beyond their regular 9 hour workday are entitled to a meal.

Facts of the Case:

These three cases have a similar set of facts. The grievants worked between 37.5 and 45 minutes prearranged overtime at the conclusion of their regularly scheduled nine-hour workday. These overtime assignments required the employees to work more than 5 hours since their last meal.

Discussion:

The Union's position is that an employee is entitled to a meal after a work period of five hours in accordance with Industrial Welfare Commission Order 4-89, Section 11. This provision applies whether an employee is working an 8-hour day, a 9-hour day, or a 10-hour day.

The Company opines that an employee is not contractually entitled to a meal unless the employee works more than one hour beyond regular work hours. These grievances involve employees working only 37.5 to 45 minutes beyond regular work hours. Letter Agreement R2-90-235, which established the 9-day, 80-hour schedule, provides that overtime meals shall be provided in accordance with Title 104 (one hour beyond regular work hours).

The Company also notes that IWC Order 4-89 specifies that (a) an employee may work for a period of time longer than 5 hours without benefit of a meal as long as the day's work is completed within 6 hours, and (b) the meal is waived by mutual consent of the employer and employee. The Union, as the representative of the employee, has given its consent as evidenced in the language in Letter Agreement R2-90-235.

Decision:

These cases were referred to Ad Hoc Negotiations where the Company and Union negotiated Letter Agreement 93-97, establishing generic guidelines for the nine-hour workday schedule. Paragraph 4 of the letter agreement provides for employees who work more than one half hour beyond normal work hours on a nine-hour workday to receive an overtime meal provided that they have worked more than five hours since the last meal.

The grievants shall be paid for a meal. These cases are closed on the basis of this settlement and should be so noted by the Local Investigating Committees.

FOR COMPANY:

William G. McLoughlin
Lawrence F. Womack
Jane K. Yura


JOHN A. MOFFAT, Chairman
Review Committee

Date: 2/8/94

SARayburn(583-4281)

FOR UNION:

William R. Bouzek II
James G. Lynn
Sherrick Slattery


ROGER W. STALCUP, Secretary
Review Committee

Date: 2/8/94