



PACIFIC GAS AND ELECTRIC COMPANY  
 201 MISSION STREET, 1513A  
 SAN FRANCISCO, CALIFORNIA 94105  
 (415) 973-1125

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

# REVIEW COMMITTEE

RECEIVED FEB 24 1993

**CASE CLOSED  
 LOGGED AND FILED**

MAR - 3 1993

104.1 -Meals  
 201.7 -Meal expense

Empl traveling for training  
 entitled to missed meal  
 allowance.

**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

Russian River Division Grievance No. RUS-92-7  
 P-RC 1630

JUDY McMORROW, Company Member  
 Russian River Division  
 Local Investigating Committee

BOB CHOATE, Union Member  
 Russian River Division  
 Local Investigating Committee

Subject of the Grievance:

This grievance questions whether employees who are traveling home daily from a Company training program are entitled to a \$15 meal reimbursement and one-half hour time allowance due to the interruption of their normal dinner meal.

Facts of the Case:

Three employees headquartered at Clearlake Highlands attended a one week Switchman Training Program in Santa Rosa. The hours established for the training program were from 8:30 a.m. to 4:30 p.m. and the employees' regular hours of work are 7:00 a.m. to 3:30 p.m. The employees commuted between their regular headquarters and the training location daily.

On the first day of training the employees left the Clearlake Service Center at 7:00 a.m. and arrived in Santa Rosa at 8:45 a.m. They returned to the Clearlake Service Center at 6:45 p.m. The remainder of the week they left the Service Center between 6:45 a.m. and 7:00 a.m. and returned to the Service Center between 5:00 p.m. and 6:00 p.m.

Discussion:

The Union opined that since the employees were prevented from observing their usual and average meal practice they should be entitled to a Company furnished meal under the provisions of Title 104. Since the grievants did not stop to eat a meal on their trip back to the Service Center they should be entitled to a \$15 meal reimbursement and one-half hour time allowance in accordance with Section 104.10 of the Physical Agreement.


Company noted that Title 104 concerns meals involving emergency and prearranged overtime work and is therefore not applicable to this situation. Company opined that Title 201 covers expenses for employees attending Company training classes. Section 201.7 on Daily Travel makes no provision for the payment of meals for employees who travel daily between their living quarters and training location.

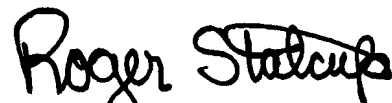
The Union noted that Section 201.8 which concerns Travel and Expenses - Non-Commutable Location provides for the reasonable cost of meals incurred while traveling. Union noted that in most cases employees who travel daily between their living quarters and training location are not prevented from eating a meal at their usual time. In the case at hand, the grievants agreed to commute daily rather than have the Company incur their expenses for board and lodging during the week.

Decision:

The Pre-Review Committee determined that the employees were not able to observe their usual and average meal practice on the first day of the training program as provided in Section 104.1 of the Physical Agreement. The employees should be entitled to a \$15 meal reimbursement on that day only. The Committee also agreed that the employees are eligible for a 30 minute meal allowance on the first day of training at the straight time rate of pay.

This case is closed based on the above and such closure should be so noted by the Local Investigating Committee.

  
David J. Bergman, Chairman  
Review Committee

  
Roger W. Stalcup, Secretary  
Review Committee

Date 2-11-93

Date 2/11/93

SARayburn(223-1123): nj