

REVIEW COMMITTEE DECISION

R. C. File No. 39 - Grievance No. 61, Sacramento Division)
R. C. File No. 49 - Grievance No. 5, North Bay Division) - Time to Eat a Meal
R. C. File No. 59/- Grievance No. 102, San Joaquin Division)

Subject of Grievance

These grievances involve an interpretation of Section 104.4 of Labor Agreement and refer to the time taken by employees to eat a meal paid for by the Company. In each case the employees worked the required number of hours after regular quitting time, and thus qualified for a meal at Company expense. The time taken to eat the meals, obtained by the employees after they had reported back to their headquarters, was reported as two hours in the first case, 1-1/4 hours in the second case, and 3/4 hour in the third case. The Divisions maintain that one-half hour only should be allowed for meal time, whereas the employees in their grievances presented by the Union claim the full time reported, relying on the language of Contract Section 104.4 which states the cost of any meal and the time necessarily taken to consume same shall be at Company expense.

Statement and Decision

The conflict in these cases arises from interpretations placed on Contract Sections 104.4 and 104.10. Section 104.4 states that the cost of a meal provided by Company and the time necessarily taken to eat same shall be at Company expense. However, Section 104.10 in providing for compensation when an employee does not eat a meal as may be provided under Section 104.4, states that Company shall allow him time with pay equivalent to the time usually taken to eat a meal, namely one-half hour. The employees involved in these grievances apparently have considered that the language of Section 104.4 means that they are entitled to compensation not only for the time necessarily taken to eat a meal but also for such time as they may have utilized preparatory to obtaining a meal, such as wash-up time and traveling time to a restaurant.

This committee believes that within the framework of the meal provision of Title 104 of the Contract a practical approach should be followed when employees have completed their work and are released and told they are entitled to a meal at Company expense. The employees are not under Company supervision at such time, and they are free to eat where they please and at such time as they please provided the requirement of reasonableness is followed. Under these circumstances the one-half hour guide, as set forth in Contract Section 104.10, is the time which should be allowed for eating a meal. If there are extenuating circumstances which justify extension of such time, they should be fully explained by the employee to the Supervisor in charge, who will make his decision in each case. The meal provisions of the contract were negotiated with the belief that employees who perform emergency work for the Company should eat at regular meal times if possible and at normal intervals thereafter when such work continues for long hours. They were never intended to be applied for the purpose of providing a means of giving employees compensation other than for the time necessarily taken to eat a meal. Dependent upon conditions which arise throughout the Company system, any number of situations

and circumstances may be experienced in connection with employees being provided meals. For this reason it has been deemed inadvisable to set forth rigid rules which may enforce uniformity, but which could at the same time be unreasonable in their application to a specific occasion. Good judgment on the part of employees, both Supervisors and Workmen, should prevent abuse of intent and provide a feeling of satisfaction that fair treatment has been accorded. This committee therefore is referring back to the Divisions their respective grievances which were submitted for review, with the request that the local Grievance Committee again consider these grievances in light of the remarks outlined in this decision.

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