

REVIEW COMMITTEE DECISION

R. C. File No. 61, San Joaquin Division - Grievance No. 104
Meal at Company Expense

Subject of Grievance:

The employee, a line subforeman, was called out for emergency work on a holiday at 3:00 in the afternoon. He completed his work assignment at 6:15 P.M., having worked three hours and fifteen minutes. A time card, approved locally, was submitted for time to eat a meal from 6:15 to 6:45 P.M., but payment was refused by the Division Accounting Department. As a result of such action, this grievance was filed. In the Joint Grievance Committee discussion, Company contended that the employee was dismissed in time to observe his usual meal practice, whereas the Union stated that the Company should have provided the employee with a meal inasmuch as he was deprived the privilege of eating his evening meal with his family.

Statement and Decision:

Section 104.1 of the agreement states that the meal provisions of Title 104 shall be interpreted and applied in a practical manner to conform to the intent of the parties and that when employees are prevented from eating a meal at approximately the usual time, the Company will provide a meal. This section was inserted in the contract as recognition of the fact that occasionally unusual and borderline cases arise which should be determined on the basis of reasonableness rather than by strict interpretation of the contract language. In other words, the meal provisions of Title 104 are not to be unreasonably extended nor are they to be ignored in approving or disapproving meals at Company expense, but it is expected that where all the circumstances of a particular case are known, good judgment may allow for justifiable deviations from a literal interpretation of the contract language.

As to the present grievance, the facts of which this Committee believes represent a borderline case, the meal is to be provided at Company expense. This decision is based on the following considerations:

1. The normal dinner meal hour may be considered to extend from 6:00 P.M. to 7:00 P.M.; - the employee worked until 6:15 P.M.
2. The employee telephoned home at 6:15 P.M. and found that his family had already completed dinner.
3. The time card for the meal period was approved in the district where the supervisor was familiar with the specific conditions of the overtime work.

For Union:

Ray Michaels
Leonard Gehringer
Elmer B. Bushby

By Elmer B Bushby
mbz

Date 3/15/54

For Company:

H. F. Carr
R. J. Tilson
V. J. Thompson

By V. J. Thompson

Date 3/15-54