

REVIEW COMMITTEE DECISION

R. C. File Number 166

San Francisco Division Grievance No. 79

Subject of Grievance:

On various dates a number of Service Operators reported for over-time work eight hours in advance of their regular work hours and, as a result, worked a 16 consecutive hour period on each of the occasions. A claim was made that under Section 104.10 of the Agreement these Service Operators were entitled to an additional one-half hour for the time to eat a meal which they did not take at Company expense during their 16-hour work period. The Division contended that under Section 104.13 those Service Operators whose work days consist of eight consecutive hours are permitted to eat their meals during work hours; therefore, the extra one-half hour allowance is not in order.

Statement and Decision:

Section 104.13 reads as follows:

"Notwithstanding any of the foregoing provisions (meal provisions of Title 104), shift employees and other employees whose work day consists of eight consecutive hours shall be permitted to eat their meals during work hours and shall not be allowed additional time therefore at Company expense."

It is clear from the language of this Section that employees whose work days consist of eight consecutive hours shall be permitted to eat their meals during work hours. In the instant case it has been settled that there was no violation of this provision. The grievance is therefore denied.

The question posed at the Division level concerning whether or not a service employee is precluded from being given an additional one-half hour allowance for a meal period under Section 104.13 is not pertinent to the facts of this case and is not a matter for Review Committee decision.

FOR UNION

Robert Bevers
Kenneth Stevenson
L. L. Mitchell

By

L. L. Mitchell

Date

4/8/58

FOR COMPANY

E. F. Sibley
C. L. Yager
V. J. Thompson

By

V. J. Thompson

4-3-58

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MEETING ON 4/8/58

COPY TO BEVERS AND STEVENSON.