

REVIEW COMMITTEE DECISION

Review Committee File No. 385
San Joaquin Division Grievance No. 25-180

Subject of Grievance

An Assistant Control Operator at Kern Power Plant after completing his regular shift at 11:30 PM was required to work an additional eight-hour shift on emergency overtime until 7:30 AM. The record indicates that he took a meal at 1:00 AM and was reimbursed \$1.50. Following his release from work he ate a second meal at a local restaurant. The employee submitted a receipt of \$1.56, requesting reimbursement for the cost of the meal. Plant supervision refused payment and informed the grievant that he would be paid \$1.50 which they contend he was entitled to under Section 104.12 of the Agreement.

Discussion

Section 104.12, as it relates to the subject of this grievance, has been interpreted heretofore in the Decisions in Arbitration Case No. 10 and Review Committee File No. 286. The Decision in the latter case stated in effect that when Operators are entitled to a meal in circumstances involving overtime work of between one and one-half and four hours beyond regular work hours, they may eat on the job and be reimbursed \$1.50, or wait until the completion of their shift, and be reimbursed for such meal which they purchase at a restaurant.

Although the facts in the present case differ from those found in Review Committee File Number 286, the reason for the employee's procurement of a meal from a restaurant appear much the same. Here, the employee took a meal from his locker at about 1 AM. He was not due to complete his work assignment until 7:30 AM and could have procured a second meal from his locker sometime between 5AM and 6AM. Remembering however that he had been continuously at work since 3:30 PM the previous day, it is understandable that when the time for the second meal arose the employee quite naturally desired a full meal. With this in mind, he undoubtedly chose to wait an additional hour and a half so that he might satisfy this desire.

Decision

The employee should be reimbursed for the cost of the meal purchased by him (\$1.56) but is not entitled to be paid for time to eat it.

FOR UNION:

R. W. Fields
W. M. Fleming
L. L. Mitchell

By L. L. Mitchell

Date Jan 3, 1963

FOR COMPANY

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

By V. J. Thompson

Date December 24, 1962