REVIEW COMMITTEE

PG and E

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D.J. BERGMAN, CHAIRMAN

REVIEW COMMITTEE DECISION

R.W. STALCUP, SECRETARY

☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

San Joaquin Division Grievance No. 25-697-84-34 (P-RC 974)
Shasta Division Grievance Nos. 13-214-84-13, 13-216-84-15 and 13-218-84-17 (P-RC 1019)
Review Committee File No. 1625-85-18

Subject of the Grievance

These grievances concern entitlement to payment for meals pursuant to Section 201.3 of the Agreement. That Section states:

"201.3 LUNCH EXPENSE

"(a) Other than as provided in Subsection (b), employees who leave from and return to their established headquarters the same day shall not be reimbursed for lunch expense.

"(b) If an employee who works in an office or shop is temporarily required to be away from such work location and is thereby prevented from following his usual lunch arrangement Company shall reimburse him for lunch expense if he had not been given notice of the temporary change prior to the close of the previous workday."

Facts of the Case

The San Joaquin grievance involves a Bakersfield Equipment Mechanic. On January 20, 1984, the Garage Supervisor began a procedure for notifying one Mechanic on the day shift and one on the night shift, who would be responsible for taking road calls during the following week. The supervisor stated he was prompted to develop this new procedure...because he thought he might not have been administering this Contract section correctly. Prior to January 20, 1984, whenever a Bakersfield Garage employee took a road call that interfered with his scheduled meal, the Company paid for that meal.

The grievant testified that he normally goes out and picks up something for lunch or makes a phone order with a local restaurant. He seeks reimbursement for lunch expense incurred on March 28, 1984 for $7.04, on April 4, 1984 for $5.97 and on April 5, 1984 for $7.13.

Company members of the Local Investigating Committee opined that the provisions of Section 201.3(b) provide for reimbursement for lunch expense only if an employee is not given notice of the temporary change in work locations prior to the close of the previous workday.

Union members of the Local Investigating Committee opined that "prescheduling" employees for road calls does not constitute proper prior arrangement under Section 201.3(b).

The Shasta Division grievances involve three grievants from the Redding Garage (Cascade District). In August, 1984, the following notice was written on a chalk board at the Garage:

> "The Company will not furnish meals within the District. Trinity District will remain the same unless employees are notified the day before."

This meant Redding Garage employees would not be compensated for lunch under any circumstance when on road calls or emergency work within Cascade District, or within Trinity District if proper prior notice of the assignment had been given. When the assignment was outside Cascade District and proper notice had not been given, Company would reimburse for lunch expense.

The first grievant in this case was sent on a road call at approximately 11:00 a.m. on September 10, 1984. While the record is not clear, it appears that he was not given prior notice. When the job was completed, the grievant stopped between 1:30 p.m. and 2:00 p.m. to have a $2.13 lunch. Grievant No. 1 stated he normally does not pack a lunch and didn't have one that day. If he did, he stated that he would have returned to the garage to eat it.

Grievant No. 2 was sent on a road call on September 11, 1984. He was told by the Garage Foreman to take lunch from noon to 12:30 p.m. The grievant stated he has never taken lunch on a road call and refused to that day, but he did stop work during that half-hour as directed. In so doing, he held up four other people from working. It is the grievant's usual practice to bring his lunch, although it is often food requiring refrigeration and/or heating.

Grievant No. 3 was temporarily required to be away from his work location during the normal lunch period on September 19, 1984. At the time the Local Investigating Committee met, the grievant was on the Compensation Payroll and, therefore, unavailable to testify. It is alleged that he was prevented from observing his usual lunch arrangement. He seeks reimbursement for $3.82.

Two Company supervisors told the Local Investigating Committee that "The practice of getting paid for meals when on road calls is not clear. Title 200 of the Contract does not specify whether garage employees are covered for payment under Title 200, Section 201.3 under Subsection a or b. If they are covered under "a", then they should not be paid. If they are under Subsection "b", they should be paid."

One of the supervisors told the Local Investigating Committee that in August, 1984, he contacted the personnel office and requested information about how to change the policy of meal payment in the garage. The Division Personnel Manager advised the supervisor to post a notice, cover affected employees and provide an effective date for the change of practice. This was done.

The Review Committee noted that the current language of Sections 201.3(a) and (b) were proposed by Company on August 10, 1954 and adopted into the September 1, 1954 Agreement. In reviewing the negotiating notes, the then Manager of Industrial Relations stated that Section 201.3(b) would apply to Garage, Warehouse and Gas Meter Shop employees.

It was recognized by the Committee that Subsection 201.3(b) applies to

situations other than the garage emergency calls, that there are many situations where the Company knows in advance that an office or shop employee will be required to be away from the headquarters during the lunch period on a given day and if the employee is notified of such no later than by the end of the preceeding workday, then the employee is not entitled to reimbursement for the lunch expense. However, by the very nature of emergency road calls, it is difficult for the Company to give prior notice.

It was further agreed that entitlement to lunch reimbursement is not triggered by going outside the old district boundaries but rather by whether notice was given or whether the usual lunch arrangement is disrupted.

The Committee also discussed the provisions of Section 202.4 and agreed that (b), (c) or (d) could be invoked. In such case, the employee may still be able to observe his usual lunch arrangement.

Finally, the Committee agreed that if none of the provisions of Section 202.4 are applicable and the employee works through his normal lunch period, he is entitled to overtime compensation for work performed during the regular lunch period.

Decision

Turning to the San Joaquin case, the issue is whether or not posting the name of the employee who is to cover road calls or emergency calls a week ahead constitutes proper prior notice. The Committee is in agreement that it does not. Designating an employee a week or more in advance that the possibility exists that the employee will have to be away from his headquarters during the lunch period can have the reverse effect of disrupting the employee's usual lunch arrangement. For example, an employee who normally goes out for lunch may have to "bag it" in order to be prepared for the possible assignment which may take him to an area where there are no restaurants available.

Turning to the Shasta cases, the issue is whether or not Garage Department employees are "employees who leave from and return to their established headquarters the same day," covered by Subsection 201.3(a), or are an "employee who works in an office or shop," covered by Subsection 201.3(b). The Committee is in agreement that a Garage Department employee is an "employee who works in an office or shop" and is covered under Subsection 201.3(b).

In view of the facts and discussion above, the Review Committee is in agreement that the Divisions misinterpreted the provisions of Subsection 201.3(b). The respective Local Investigating Committees will reconsider these cases in the light of the foregoing and inform this Committee of its disposition within 30 calendar days of the date of this Decision.

These cases are closed on the basis of the foregoing. Such closure should be so noted by the Local Investigating Committees.

FOR COMPANY:

Norman L. Bryan
Floyd C. Buchholz
Robert C. Taylor
David J. Bergman

FOR UNION:

Patrick S. Nickeson
Fred H. Pedersen
Arlis L. Watson
Roger W. Stalcup

By [signature]

Date 8-13-86

By Roger Statcup

Date 8/12/86