

16.1: Given that it appears most of the concerns of management and employees are being jointly addressed locally, the Review Comm. defers referral of this case to Arb. and agree to return this meal policy case to the LIC to allow for further discussion and resolution.



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MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

REVIEW COMMITTEE

RECEIVED by LU 1245
November 17, 2005

**CASE CLOSED
FILED & LOGGED**

IBEW



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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SALIM A. TAMIMI, SECRETARY

REVIEW COMMITTEE No. 15327 Sacramento Call Center

Francilla Foublassse
Company Member
Local Investigating Committee

Arlene Edwards
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns whether the Sacramento Call Center meal policy violated the provisions of Title 16 – Meals.

Facts of the Case

A policy was implemented which limited the amount of time to consume on-site overtime meals to 30 minutes. The 30-minute rule was not applicable to off-site meals.

Discussion

Once an employee earns an overtime meal, the employee has the option to consume the meal or take the in lieu payment provided for in Section 16.2. When an employee opts to consume a meal, the Company has the option of how to provide the meal including bringing a meal on site or allowing employees to travel to a restaurant. In either case, the provisions of Title 16 do not specify the amount of time that employees are provided to consume overtime meals. The Labor Agreement simply provides that the Company shall "consider as hours worked the time necessarily taken to consume such meals".

The Company pointed out that the Labor Agreement does not specify a time allotment for overtime meals, because most meals are consumed at restaurants. Eating at a restaurant, involves factors beyond the time actually spent consuming the meal. Given the uncertainty of travel time to and from a restaurant, wait time for a table, and speed of service, it would be difficult to set a time allotment which would ensure that employees are compensated for the time "necessarily taken to consume such meal". When the Company opts to provide an on-site meal, however, these additional time factors are not present.

In support of the 30-minute policy for on-site meals, Company noted:

- Section 16.1 states that the meal provisions are to be "interpreted and applied in a practical manner which shall conform to the intent of the parties..."
- 30 minute unpaid lunch times are provided for in the labor agreement
- All of the schedules at the Sacramento Contact Center provide for 30 minute lunches
- Overtime meals upon dismissal are limited to 30 minutes
- Meal periods required under the Industrial Welfare Commission Orders are 30 minutes
- As noted in one of the Call Center communications, the Company will review any special circumstances (e.g. documented serious medical condition) on a case-by-case basis

The Union opined that since the parties have not negotiated a time allotment for overtime meals, it cannot agree that the 30-minute policy complies with the Labor Agreement. Union argued that overtime meals are often dinner meals that take longer to consume than lunch. Union also noted that "time necessarily to consume such meal" could be less or greater than 30 minutes.

This case has been discussed exhaustively at each step of the grievance procedure and, at one point, it was agreed to refer it to arbitration. However, the Review Committee was informed that a local meals committee was established to discuss and resolve issues; that the average length of the on-site meals has been significantly reduced over the year or so this case has been in the grievance procedure; and that employees are being allowed to go off-site for meals – subject to cancellation for operational need.

Given that it appears most of the concerns of management and employees are being jointly addressed locally, the Review Committee defers referral of this case to arbitration to allow for further discussion.

Decision

The Committee agrees to return this case to the Local Investigating Committee for discussion and resolution. The Review Committee retains jurisdiction of this case in the event the LIC is unable to resolve it.

For the Company:

Margaret A. Short
Bob Lipscomb
Dave Morris
Craig Porter

By: Margaret Short

Date: 11/17/05

For the Union:

Sam Tamimi
William R. Bouzek
Louis Mennel
Sherrick A. Slattery

By: Sam A. Tamimi

Date: 11-17-05