



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
375 N. WIGET LANE, SUITE 130
WALNUT CREEK, CA 94598
(530) 246-6430

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 94696
(707) 452-2700

ROBIN WIX, CHAIRPERSON
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

KIT STICE, SECRETARY

Review Committee Number 24838 Gas – Field Services – Roseville

Deborah Harper
Company Member
Local Investigating Committee

Kyle Whitman
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns whether or not a Gas Service Representative was entitled to a Company furnished meal during straight-time after working overtime prior to his regular work hours.

Facts of the Case

The grievant's normally scheduled shift is 12:00 p.m. to 10:00 p.m. On November 19, 2018, the grievant worked pre-arranged overtime starting at 8:00 a.m. and continued to work into his regularly scheduled shift. The grievant earned 1 overtime meal prior to shift, for which he opted to take an in-lieu meal payment.

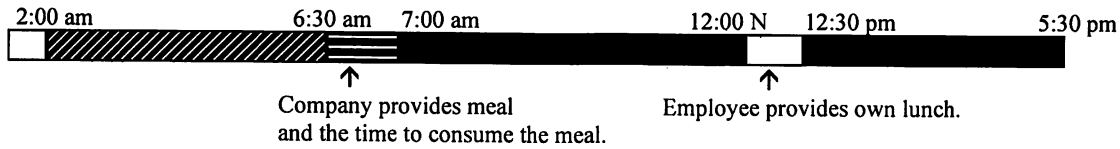
The grievant submitted a time card for 2 meals, one for the breakfast in-lieu meal and a second meal based on his advancing his lunch period which he claimed resulted in his earning a second meal prior to end of shift.

Section 104.8 of the physical agreement provides that when an employee works prearranged overtime starting 2 hours or more before regular work hours and continues to work into regular work hours, the employee shall provide for 1 meal on the job and the Company shall provide other meals as required by the duration of the work period. Letter Agreement 93-96-PGE, outlining provisions for 10-hour work schedules, adjusts the requirement of Section 104.8 to require an overtime meal when the employee begins work 1 hour or more prior to, and continues to work into, their regularly scheduled shift.

Letter Agreement R1-98-50-PGE, Meals Guidelines - Prearranged Work for Ten Hour Day (page 10, #2) provides the following:

When prearranged overtime starts more than 1 hour up to 6 hours before the regularly scheduled start time, a Company furnished meal should be provided at the usual breakfast time (approximately 1 hour to 1/2 hour before the regularly scheduled start time). The employee eats the lunch he/she prepared during the usual lunch time. Depending upon

when the breakfast meal was provided, lunch may need to be advanced (104.8, 16.4c, Letter Agreement 93-96) *



- * The lunch period must be advanced so that it begins no later than 5 hours after:
 - (a) the conclusion of the breakfast meal period, or
 - (b) the start of the breakfast meal period, if the employee opts for an in lieu of meal.

Discussion

The Union argued that employees cannot be required to work more than five hours without a meal. The grievant was entitled to a Company provided breakfast at 11:00 a.m. requiring him to advance his lunch meal to no later than 4:00 p.m. Based on his usual 30-minute lunch period, the grievant was entitled to another Company furnished meal at 9:30 p.m. and the Company erroneously denied him the required meal as submitted on his timecard.

The Company argued that the grievant was not "required" to work more than five hours without a meal. The grievant opted to take an in-lieu meal and forgo eating his earned breakfast meal. In accordance with the meals guideline noted above, the breakfast meal should be provided at the usual breakfast time "approximately 1 hour to ½ hour before the regularly scheduled start time."

The grievant elected an in-lieu meal payment, which in accordance with the meals guideline *(b) requires that the lunch be advanced to no later than five (5) hours following the start of the breakfast meal period, if the employee opts for an in-lieu meal. There is no set time period that an in-lieu meal begins, and therefore, based on the provisions noted, the in-lieu meal was owed to the grievant no later than ½ hour prior to the start of his shift at 11:30 a.m.; his lunch period is advanced to 4:30 p.m.; and his scheduled shift ended at 10:00 p.m., 4.5 hours following the end of his lunch period.

Decision

Notwithstanding the parties' arguments above, the Committee reviewed Sections 104.10 and 104.14 to decide this specific case. The grievant put in for an in-lieu meal toward the end of his shift due to the advancement of his regular lunch period. This is inconsistent with Sections 104.10 and 104.14. In such cases, if an employee is entitled to a second meal on shift during regular work hours, the appropriate remedy is if the employee purchased a meal, the Company shall reimburse the employee for the cost of the meal. This grievance is closed.

For the Company:

Robin Wix 8-21-19
 Robin Wix, Chairperson Date
 Review Committee

For the Union:

Kit Stice 8-21-19
 Kit Stice, Secretary Date
 Review Committee