



REVIEW COMMITTEE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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CLAIRE IANDOLI, CHAIRMAN

KIT STICE, SECRETARY

- ☐ DECISION
- ☐ LETTER DECISION
- ☐ PRE-REVIEW REFERRAL

Review Committee Number 22750 Electric Operations-Distribution Control Center– Concord

Denise Floyd
Company Member
Local Investigating Committee

Anthony Brown
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the payment of one-half hour for over-time meals taken in lieu by System Operators, who are Shift employees, at the Concord Electric Distribution Control Center.

Facts of the Case

The language in contention in this case involves an interpretation of Section 104.12(b), of the 2014 Collective Bargaining Agreement.

Section 104.12(b) provides in pertinent part,

“The provisions of this Title shall apply to shift employees as follows: (b) [W]hen held over from the employee’s previous shift, the employee may take the meal upon dismissal from work and Company shall pay the cost of the meal and one-half hour for the time to consume such meal, or in lieu thereof, the employee may elect to receive a flat payment in accordance with the schedule set forth in 104.10(b) plus a time allowance of one-half hour...”. (Emphasis added).

Of note, Section 104.12(a) and 104.12(c) do not contain the requirement that the employee be held over from their previously scheduled shift.

Discussion

The Union argued that that the Grievants were entitled to a missed meal since they were forced to delay a meal and then unable to observe it at the end of their shift. The Union asserts that the Hours Clarification (Letter of Agreement R1-98-50) supersedes or clarifies Section 104.12(b) to expand the overtime meal entitlement to all meals consumed at the end of an employee's shift.

The Company argued that the condition precedent of being an employee "held over from their previous shift" has not been met. Further, the Meals Clarification is silent as to this Section of the contract and therefore, it cannot and does not supersede the plain language of the contract.

Decision

The Committee discussed this case at length. There is no contractual violation. Accordingly, this case is closed without adjustment.

For the Company:

Claire landoli
Rod Williams
Tanya Moniz-Witten
Chris Zenner

Claire Landoli 4/19/17

Claire landoli, Chairman Date
Review Committee

For the Union:

Kit Stice
Robert Mohler
Karen Russell
Andrew West

Kit Stice 4/19/17

Kit Stice, Secretary Date
Review Committee