

REVIEW COMMITTEE**PG and E****IBEW** 

PACIFIC GAS AND ELECTRIC COMPANY
 245 MARKET STREET, ROOM 444
 SAN FRANCISCO, CALIFORNIA 94106
 (415) 781-4211, EXTENSION 1125

CASE CLOSED
LOGGED AND FILED

INTERNATIONAL BROTHERHOOD OF
 ELECTRICAL WORKERS, AFL-CIO
 LOCAL UNION 1245, I.B.E.W.
 P.O. BOX 4790
 WALNUT CREEK, CALIFORNIA 94596
 (415) 933-6060
 R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

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- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

Shasta Division Grievance No. 13-147-81-8
 P-RC 854

December 23, 1983

MS. C. D. CRANE, Company Member
 Shasta Division
 Local Investigating Committee

MR. R. M. HAFNER, Union Member
 Shasta Division
 Local Investigating Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(ii) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Subject of the Grievance

In 1981 Shasta Division began providing written guidelines to all operators before they attended the Emeryville training schools. These guidelines outlined training school expenses for travel, meals, miscellaneous reimbursements, and Company car items. The Union grieved the Company's guidelines, believing they are in violation of Section 201.8 of the Agreement. The Union also grieved the practice of Operators being required to travel to their homes the same evening the refresher course was completed and then report for work the following day. The Union believed that the travel involved was requiring employees to work more than eight hours in a workday, in violation of the letter agreement dated August 17, 1978 (signed August 28, 1978) which established the conditions that applied to journeyman operators scheduled to attend the periodic three-day refresher course held in Emeryville.

Discussion

The Union took the position that Section 201.8 of the Agreement, regarding meals, allowed employees to eat a meal that was "reasonable" and that the guidelines unilaterally set a maximum limit. The Company opined that the guidelines were not a maximum but were intended to be a guide only and that if and when an employee submits a Meals Reimbursement Voucher for an amount greater than indicated in the guide, the Company would look at all circumstances surrounding the different expenses listed and, if appropriate, approve the higher costs.

The Union's other concern was that employees attending the Emeryville school from Shasta Division were being required to travel home up to seven hours. (Training on the last day ends at approximately 2:30 p.m.) The Union opined that this violated the August 17, 1978 letter agreement which states that employees will not be required to work more than five days in the workweek or more than eight hours in the workday when attending the Operator refresher sessions at Emeryville. Company pointed out that travel time and work time were separate and that the letter agreement was intended to ensure that the Company would not have someone work at the Emeryville Training School more than eight hours in a given day.

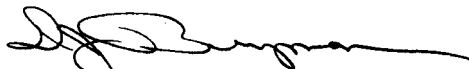
The Committee also discussed Subsection 201.8(b) and agreed that employees should be provided reasonable travel time when traveling between his regular headquarters or living quarters and the training location. It was further agreed that, pursuant to this Subsection, the travel time shall be computed at the straight rate of pay.

Decision

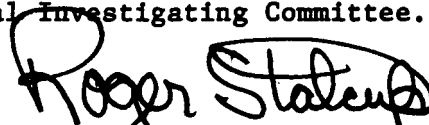
The Pre-Review Committee is in agreement that travel time is not work time within the intent of the August 17, 1978 letter agreement. The Committee also discussed the June 23, 1983 (83-52) Company-Union letter agreement providing for per diem amounts in lieu of itemized expenses for meals for attendees of the Emeryville Operating Electric School and the Oakland Steam Generation School. Electing the per diem amount is, however, an option. If an employee wishes to submit an Expense Account for the reasonable cost of meals as is provided for in Subsection 201.8(a), he may do so. The June 23, 1983 letter agreement provides an alternative to Section 201.8 for reimbursement of meals but does not supersede this Section. In addition, the Committee agreed that employees from outlying locations (e.g., Burney) may elect to remain overnight in Emeryville on the last day of training and travel home the following day, except in emergency situations. An emergency may be during storm conditions when "all hands" are needed, or if several other operators are sick or unavailable and coverage for a shift is required. If the employee elects to travel home the same day, the school concludes, he will be expected to fill his shift the next workday if so scheduled. This is as long as his arrival at home is at least eight hours before the start of his shift. It is intended that an employee would not unnecessarily delay his travel home. The Division should revise the guidelines to reflect the provisions of the June 23, 1983 Company-Union letter agreement and this decision.

The Pre-Review Committee will retain jurisdiction over this case in the event there is a disagreement over the revised guidelines.

In view of the above, this case is considered closed on the basis of the foregoing and should be so noted by the Local Investigating Committee.



D. J. BERGMAN, Chairman
Review Committee


R. W. STALCUP, Secretary
Review Committee

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