

REVIEW COMMITTEESection 301.4
Title 102, Attachment A
Continuing Grievance**PG and E**PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125**IBEW** INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
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WALNUT CREEK, CALIFORNIA 94596
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R.W. STALCUP, SECRETARYJUN 8 1987
**CASE CLOSED
LOGGED AND FILED****RECEIVED MAY 28 1987**General Construction Grievance Nos. 3-1546-86-54
and 3-1589-86-97
P-RC Nos. 1165 and 1187

D.J. BERGMAN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

May 27, 1987

PHIL G. DAMASK, Chairman
General Construction
Joint Grievance CommitteeBARRY J. HUMPHREY, Chairman
General Construction
Joint Grievance CommitteeGrievance Issue

Both cases involve the improper payment of per diem.

Facts of the Case

Both grievants' residences are located in North Highlands near Sacramento, and both commuted to the Davis Service Center.

The grievant in P-RC Case 1165 is an Electrician in the Station Department. The Grievant is 1187 is a First Field Clerk in the Human Resources and Administrative Services Department.

In P-RC Case 1165, the grievant worked at Davis from June 4, 1984 through February 22, 1985. During this time, the grievant questioned the mileage of his commute, believing it to be over 25 miles and that, therefore, he would be eligible for Zone 1 per diem. The grievant questioned the Routine Field Clerk of his concern; the clerk in turn asked the Office Supervisor who confirmed that the mileage was 24.7 and that the grievant was not eligible for per diem. The grievant did not further question or grieve this issue at that time. After February 22, 1985, the Grievant worked at various other locations and returned to Davis on April 4, 1986. At the time he transferred back to Davis, the grievant was informed that the mileage between his residence's City Hall and point of assembly (Davis) was 26.1 miles.

At this point, the grievant filed a grievance stating that he should get per diem for the time he was previously assigned to Davis.

In P-RC Case 1187, the grievant worked at Davis from August 1982 until May 20, 1986. Shortly after he arrived at Davis, the grievant questioned his commute mileage from North Highlands to Davis. He was told by his supervisor that the mileage was 24.7 miles which he accepted. The grievant was transferred to San Francisco in late May 1986. The grievant subsequently returned to Davis in August 1986 at which time he learned that the mileage of his commute was 26.1 miles qualifying him for Zone 1 per diem. The grievant immediately requested

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retroactive per diem for 1982 through 1986. The grievant was paid retroactive per diem for April 1986 through May 21, 1986 since the route had been initially run/calculated April 1, 1986.

Both grievants properly questioned the per diem mileage when they were initially assigned to the Davis location. Also, both were informed by their supervisor or by the individual with the authority to correct such error that they did not qualify for per diem because the mileage was under 25 miles.

Further, neither grievant filed a grievance while they were at Davis during their initial assignment nor did they file within 30 days of transferring out of Davis.

The correct mileage from North Highlands to Davis is 26.1 which qualifies them for Zone 1 per diem.

Discussion

The Company noted that neither grievance was timely filed since both were filed well after 30 days following the last violation. Union stated that the date both grievants became aware of the correct mileage amount would be their date of awareness and; therefore, these grievants were timely filed.

The Company further argued that, in accordance with Title 102, Attachment A, both grievants should properly have filed during their assignment at Davis or within 30 days of leaving, since both previously had questioned the mileage.

Settlement

The Committee reviewed RC 301 which explains the intent of Title 102 is to prevent the filing of stale claims wherein the employee is aware of the incident which is the basis of the grievance for a period in excess of 30 days. Notwithstanding the timeliness issue, the Company was in error on the mileage. The Committee discussed this case at length and agreed that both grievances were untimely.

Notwithstanding the untimeliness, the Committee agrees to an equity settlement where each grievant will be granted 45 days at Zone 1 per diem in effect for 1986. This settlement is without prejudice to any future similar cases.

Based on the foregoing, this case is closed per above, and such closure should be noted in the minutes of the Joint Grievance Committee.


DAVID J. BERGMAN, Chairman
Review Committee


ROGER W. STALCUP, Secretary
Review Committee

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