



REVIEW COMMITTEE

201.6 -Entitlement to Geysers Commute Allowance when temporarily assigned to another headquarters.



PACIFIC GAS AND ELECTRIC COMPANY
215 MARKET STREET, ROOM 916
SAN FRANCISCO, CALIFORNIA 94106
(415) 973-1125

APR 12 1991

**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

RECEIVED APR 10 1991

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Steam Generation Grievance No. GEO-24-580-90-17
P-RC 1503

March 26, 1991

MARK RICHARDS, Company Member
Steam Generation
Local Investigating Committee

BOB CHOATE, Union Member
Steam Generation
Local Investigating Committee

Subject of the Grievance

This case concerns entitlement to the \$25/week Geysers Commute Allowance when employees are on traveling assignments away from the plant.

Facts of the Case

Company issued a memo dated February 2, 1990 which stated:

"Any Geysers employee temporarily assigned, by Payroll Change Tag, to a headquarters outside of the Geysers Geothermal headquarters will not be entitled to receive the Commute Allowance (\$25/wk for weekly employees; \$100/mo for monthly employees)."

Union filed a grievance on February 21, 1990 alleging a violation of Letter Agreement 86-19, the Geysers Commute Agreement.

Discussion

Union noted that Item 1 of the Commute Agreement states:

"All Division Geothermal Operations employees regularly assigned (emphasis added) to the Geysers Power plant will be paid an in-lieu allowance of \$25 per week. This allowance is to be paid for a 52-week work schedule. Company will withhold applicable payroll taxes."

Union opined that traveling assignments were temporary and that employees so assigned retained Geysers as their regular headquarters. Therefore, employees should continue to receive the Commute Allowance when on traveling assignments.

March 26, 1991

Company noted that when Geysers employees are on traveling assignments they are entitled to expenses as provided in Title 201, as are employees from other plants who are on traveling assignments to the Geysers. The travelers to Geysers are not entitled to the commute allowance. General Construction employees assigned to Geysers receive expenses pursuant to Title 301 and only those General Construction employees who form car pools are entitled to a similar commute allowance as provided in Letter Agreement 83-90. Company has also discontinued the allowance for employees "tagged out" for other reasons such as leave of absence and compensation payroll. However, Company has continued the allowance for those on sick leave or vacation.

Decision

Recognizing that the Commute Agreement does not define the term "regularly assigned," the Pre-Review Committee accepts the definition that an employee assigned to another headquarters by Payroll Change Tag is for the duration of the tag not regularly assigned to the Geysers and therefore not entitled to the Commute Allowance.

This case is closed without adjustment. Such closure should be so noted by the Local Investigating Committee.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER M. STALCUP, Secretary
Review Committee

MAShort(223-1123):nj