

REVIEW COMMITTEE DECISION

Review Committee File No. 248
General Construction Grievance No. 256

Subject of Grievance

The record submitted to the Review Committee by the Department Joint Grievance Committee indicates that the General Construction employee involved in the grievance was working at a job location outside of his headquarters area. While assigned at this job location, the employee was informed on November 16, 1959 that he was being transferred back within his headquarters area to Campbell. The next day, November 17, the employee filed a new "A" residence certificate showing a change of residence to Lakeport thus changing his headquarters area. The Department notified the employee that the new headquarters area would not be given effect until such time as he was transferred from Campbell. Had the Department accepted the change of residence, the employee would have continued to be eligible for expenses following the move to Campbell.

Statement and Decision

The Labor Agreement, Section 301.2, provides that employees shall receive expenses when they are transferred to a new job headquarters outside the boundaries of their headquarters area. This Section defines "headquarters area" as being the area in the zone extending 25 road miles from the City Hall of the incorporated city or town in which his residence is located. If the employee is the head of a household and established a bona fide principal place of abode for such household, which he continues to maintain when he is transferred to a new job location, the city or town on Company's system in which such place of abode is located shall be designated as his residence. Further, Section 301.4 (d) provides that employees who establish their residence under Section 301.3 (a) shall, in writing, notify the Company of any change.

The question which then arises in this grievance concerns the effect, if any, of the notification by the employee of a change in his residence after he has been notified of a transfer to a new job location in his headquarters area. A previous rule in effect before the contract was amended July 1, 1959 provided that a change of "residence area" would not be accepted by the department after the employee was notified of a move to a new job location in his residence area. This rule was adopted to prevent employees from changing their residence for the purpose of continuing on expenses after they were notified of a new move back to their residence area.

Under the present Agreement, the residence area has been eliminated and it is now necessary, as has been previously stated, that an employee who is the head of a household establish a bona fide place of residence for expense purposes. It is our opinion that the provisions of the present contract, which have been strengthened by the requirement that a principal place of abode must be established before expenses will be paid, provides sufficient restrictions to administer the expense provisions of the Labor Agreement with respect to establishing a residence.

In the present grievance then, the employee's eligibility to establish a new headquarters area is qualified only to the extent that the new residence must become his principal place of abode. The form providing for a change of residence should be filed by the employee as soon as the change of residence is made. The reason for filing immediately is that at the time transfers are contemplated the department should have in its files an up to date and accurate record denoting the residence of each employee who may be involved in such transfer. Up to date records will prevent unnecessary moves in addition to assisting the department in making assignments within the employees' headquarters area.

Evidence has been submitted by the employee in this grievance to substantiate the fact he had established a bona fide principal place of abode for himself and his wife at Lakeport, qualifying him for a Class A Residence there, which he would continue to maintain when he was transferred to Campbell, and therefore the employee is entitled to expenses at such new job location.

FOR UNION:

Kenneth Stevenson
W. M. Fleming
L. L. Mitchell

By L. L. Mitchell

Date June 8 1961

FOR COMPANY:

C. L. Yager
E. F. Sibley
V. J. Thompson

By V. J. Thompson

Date May 25, 1961