

REVIEW COMMITTEE DECISION

Review Committee File No. 410
San Joaquin Division Grievance No. 25-188

Statement of Fact

The grievance concerns the application of Section 202.22 following the revision of the Section on July 1, 1962. The situation provoking the grievance occurred when certain maintenance employees from Fresno were temporarily assigned to perform maintenance work at the Kern Oil Substation near Bakersfield. During these assignments, which occurred over a period of time, the employees concerned in the grievance qualified for the expense allowance provided in Section 201.1. The Division instructed the employees to report to the work site, the Kern Oil Substation, at 8:00 a.m. from their place of lodging in Bakersfield and to return to their lodging after 4:30 p.m. When the grievants travelled from the motel, their place of lodging, to the Substation, it is agreed that they spent 15 minutes each way in such travel, which the Division alleges should be at their own expense.

The correction asked for by the grievants is that they be reimbursed at the overtime rate for the time spent in travelling to and from the Kern Oil Substation and their place of lodging.

Discussion

Section 202.22 was amended on July 1, 1962. As a result of the amendment, the Division apparently changed its practice from that of requiring such employees to report for work at the Bakersfield Service Center and return thereto before the conclusion of their work period to that of having the employees travel to the Substation from their place of lodging before working hours and returning therefrom following completion of their work day.

The intent of the amendment referred to above was not fully understood in several of the Company's Divisions. At or about the same time as the incident referred to here, other Divisions in like circumstances similarly construed the new wording of Section 202.22. As a result of this, the Company and the Union entered into a Labor Agreement Interpretation, dated January 14, 1963, in which it has set forth the agreed-to understanding of the parties in relation to this Section at the time of negotiations. The Interpretation, as it reflects the intent of the parties, does not support the Division's assignment.

Decision

For the purpose of settling this grievance, it is assumed that if the intent of the Section had been understood, there was nevertheless a need to have the grievants at the Substation at 8:00 a.m. Therefore, the grievants will be paid at the overtime rate for 15 minutes on each occasion that they reported from their place of lodging to the Kern Oil Substation. On each occasion, however, that the employees returned from the Kern Oil Substation to their place of lodging at the conclusion of the work day, it will, for the same reason, be assumed that in these instances the employees would have been required to work at the Substation until quitting time, and then would have travelled to the Bakersfield Service

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Center, their headquarters, at the overtime rate for eight minutes. Such employees will be paid at the overtime rate then for eight minutes on each occasion that they travelled from the Substation to the place of lodging.

In respect to this Decision, as set forth above, the provisions of Section 208.1 are not applicable and payment shall be made only for the actual times set forth above and shall not be accumulated to the nearest one-quarter hour.

FOR UNION:

R. W. Fields
W. M. Fleming
L. L. Mitchell

By L. L. Mitchell

Date May 5, 1964

FOR COMPANY:

E. F. Sibley
C. L. Yager
L. V. Brown

By L. V. Brown

Date May 4, 1964