

REVIEW COMMITTEE DECISION

Review Committee File No. 424  
General Construction Grievance No. 279

Subject of the Grievance

In the case at hand, a General Construction Department employee was transferred to Citrus Heights and became entitled to expenses. Thereafter, his headquarters was transferred to Front and T Streets, Sacramento, then to 3000 Howe Avenue, back to Front and T Streets, then to Brighton Substation. While at Brighton, the Department determined that as all of the moves subsequent to the first transfer to Front and T Streets were either within the city limits of Sacramento, or a two-mile zone surrounding the city limits, none of these changes of headquarters was a transfer to a new location. The result then, in view of the Department, was that in accordance with the provisions of Section 301.3(b) the employee acquired a residence in Sacramento on January 8, 1962 and his per diem expenses were stopped at that time.

The Union disagreed, contending that each of the moves set forth above became the start of a new expense period and for this reason a residence was not established in Sacramento.

Discussion

This grievance concerns a dispute of long standing between the Company and Union regarding the interpretation and application of Section 301.1 of the physical Agreement. This section applies only to field employees of General Construction and pertains to the expenses such employees are entitled to following their transfer to a new location. The crux of the difference between the parties in this grievance concerns the definition of a transfer to a new location.

Section 301.1 was amended July 1, 1962, subsequent to the filing of the grievance, and little could be gained in this Decision by reviewing the historic positions of both Company and Union relative to when a transfer is accomplished under the provisions of that section prior to the present amendment. For the purposes of this Decision, it is sufficient to say that the latest amendment defines a transfer to a new location and that facts similar to those presented in this grievance will no longer give rise to future grievances.

Decision

It is the Decision of the Review Committee that to settle this grievance the employee concerned shall be allowed an additional six months of expenses beyond the date of January 8, 1962, amounting to a retroactive expense allowance adjustment of \$468.00.

FOR UNION:

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

By L. L. Mitchell

Date Oct 4, 1963

FOR COMPANY:

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

By L. V. Brown

Date September 26, 1963

Duplicated 10-9-63