

# REVIEW COMMITTEE

301.1(b)

## PG and E

## IBEW

PACIFIC GAS AND ELECTRIC COMPANY  
245 MARKET STREET, ROOM 444  
SAN FRANCISCO, CALIFORNIA 94106  
(415) 781-4211, EXTENSION 1125

**CASE CLOSED** NOV 5 1986  
**LOGGED AND FILED**

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
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D.J. BERGMAN, CHAIRMAN

**RECEIVED OCT 30 1986**

REVIEW COMMITTEE DECISION

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

General Construction Grievance No. 3-1415-85-49  
Review Committee File No. 1639-86-10

### Subject of the Grievance

This case concerns the reassignment of a Field Clerk from one building to another at the Emeryville facility and whether or not such reassignment constitutes a transfer pursuant to the provisions of Subsection 301.1(b).

### Facts of the Case

During the week of May 8, 1985, three clerks were moved from 4245 Hollis Street, Emeryville to 4525 Hollis Street. The grievant was being paid Zone 1 per diem based on the 32.3 mile distance between his home in Pleasanton to Emeryville. In January 1985, the grievant submitted a new residence certificate after moving to Livermore, however, in accordance with Subsection 301.4(c), no charge in per diem would be effected until the next time he was transferred. The mileage between Livermore and Emeryville is 38.1 miles which qualifies for Zone 2 per diem.

Company did not effect the new residence certificate in that it believed the move from one building to another did not constitute a transfer.

### Discussion

In discussing this case, the parties reviewed Arbitration Case No. 3, P-RC 1012, and the various language changes in Sections 301.1 and 301.4. In addition, Union's members of the Review Committee visited the Emeryville site. Their visit revealed that while the addresses of the two buildings would lead one to believe they were three blocks apart, they are in fact immediately adjacent to each other separated only by a public street. The actual distance between buildings is approximately 50 feet. Employees park on the city streets, there is no employee parking lot.

Company maintained that there had been no change in job headquarters and, therefore, no transfer. Company further stated that the term job headquarters cannot be used interchangeably with point of assembly; that a point of assembly refers to a reporting location for employees that is other than a Company facility.

Union noted that in 1983 bargaining, the parties amended Subsection 301.1(b) and deleted 301.1(c). Prior to 1983, Subsection 301.1(b) provided that a transfer occurred when an employee's reporting location was changed from within an incorporated city's limits to outside or vice versa. Subsection 301.1(b) was shortened to read, "a change from an established headquarters or

point of assembly location at which the current expense status is based."

One reason for this change was that under the old language, employees could be moved to various locations within a city's limits and never trigger per diem or changes in the rate of per diem.

The Committee determined that, under the current language, a short-distance change in points of assembly could effect a per diem change while the same distance change within a job headquarters would not. The Committee also recognized that there are some Company headquarters which have historically had more than one point of assembly and employees have been transferred within the bounds of the headquarters and per diem entitlements adjusted accordingly. Such practices will be continued.

Decision

Based on the facts present in this case, the Review Committee agrees that no violation occurred and that this case is closed without adjustment. The Union reserves the right to grieve other situations it believes would constitute a transfer.

FOR COMPANY:

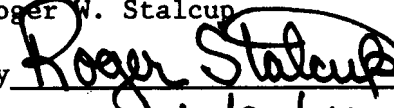
Norman L. Bryan  
Floyd C. Buchholz  
Robert C. Taylor  
David J. Bergman

By 

Date 10-29-86

FOR UNION:

Patrick S. Nickeson  
Fred H. Pedersen  
Arlis L. Watson  
Roger W. Stalcup

By 

Date 10/27/86