REVIEW COMMITTEE



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

D.J. BERGMAN, CHAIRMAN

DECISION

San Jose Division Grievance No. 8-262-78-61 Fact Finding Committee No. 950-78-243

DLETTER DECISION P-RC 424

OPRE-REVIEW REFERRAL Travel Time, Apprentice Lineman

February 12, 1979

MR. L. A. WEST, Company Member

San Jose Division

Local Investigating Committee

MR. M. J. DAVIS, Union Member

San Jose Division

Local Investigating Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Section I B(1) of the Review Committee procedure, to the Local Investigating Committee for settlement in accordance with the following:

This case involves the travel time entitlement of the grievant, an Apprentice Lineman, in San Jose, for travel time home from the Basic Lineman's School at Kettleman on August 4, 1978. The grievant was released from the school at approximately 11:00 AM, got on the road at approximately 11:30 AM, and while driving his personal vehicle, had an equipment malfunction which disabled the vehicle at approximately 1:30 PM. The grievant called a friend who arrived at approximately 4:30 PM from San Jose. They stopped and ate dinner on the way home, arriving in San Jose at approximately 7:30 PM. On the following day, August 5, the grievant secured the necessary parts, drove back to where his vehicle broke down, repaired it and drove it home. The grievant was allowed travel time ending at 4:30 PM on August 4. The correction sought in the grievance is that the employee be paid to 7:30 PM that night, the time at which he arrived at home. Further, the Union requested that the grievant be reimbursed for the meal he purchased on the evening of August 4 while traveling home with his friend.

Subsection 201.8(b) of the Physical Agreement allows for a "reasonable travel time" for an employee traveling between the location of the training assignment and the employee's home at the end of such assignment. The Subsection further goes on to provide for the reasonable cost of meals incurred while traveling. The issue in this case is whether or not the Company is liable for the time that it took the employee following his vehicle breakdown to arrive home and the cost of the meal, which he ate during that time.

After considerable review of the issues in this case, the Committee agrees to resolve this case on the basis of an equity payment of two hours at straight-time to the grievant. This settlement is made without prejudice to the position of either Company or Union.

This case is considered closed on the basis of the foregoing, and the closure should be so noted by the Local Investigating Committee.

D. J. BERGMAN, Chairman Review Committee

L. N. FOSS, Secretary Review Committee

PEPettigrew(1123):rto

cc: VHLind, IWBonbright, LVBrown, Personnel Managers