

301.3 P

REVIEW COMMITTEE

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IBEW

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INTERNATIONAL BROTHERHOOD OF
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R.W. STALCUP, SECRETARY

CASE CLOSED
LOGGED AND FILED

OCT 22 1984

D.J. BERGMAN, CHAIRMAN

RECEIVED OCT 22 1984

General Construction Grievance 3-1299-84-31
P-RC 969

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

October 18, 1984

Grievance Issue

Denial of per diem expense reimbursements.

Facts of the Case

The grievant resides in Sultan, Washington. He was hired in Pleasanton on October 16, 1983. On October 18, 1983, he was transferred to Stockton, at which time he began receiving per diem. Since his residence is outside of the Company service area, his residence for per diem purposes was designated as Lakehead, California, which is the community within Company's service area that is closest to the grievant's residence.

On January 1, 1984, Section 301.3 of the Agreement was revised, in part, to read as follows:

301.3 RESIDENCE DEFINITION

An employee's Residence and Residence Area shall be determined and used to establish eligibility for expense allowances in accordance with the following:

- (a) An employee's Residence is defined as the principal place of abode in the Company system in which the employee normally resides (1) on a regular basis and from which the employee commutes daily or weekly to work locations, or (2) one which the employee has a financial responsibility to maintain and to which the employee returns to live on most weekends while on work assignments at more distant job locations. An employee establishes a Residence by filing a Residence Certificate.

On January 26, 1984, the grievant was informed by letter that he was no longer eligible for per diem, per Section 301.3(a)(2). The grievant was also told that in order to requalify for per diem he would have to demonstrate that he:

- (a) has financial responsibility for the residence in Sultan, Washington, and
- (b) returns to that residence on most weekends.

In response, the grievant provided rent receipts which adequately demonstrated his financial responsibility for the subject residence. However, he did not provide adequate documentation to demonstrate that he returned to this residence on most weekends. In fact, the grievant stated that because of the great distance and expense involved in returning to Washington, it was his intention to return there only three to four times per year.

The Union noted that the grievant's principal place of abode is in Sultan, Washington and that he has demonstrated financial responsibility for this residence. Union stated that the grievant returns to this residence as often as possible and that, therefore, he should be eligible for per diem.

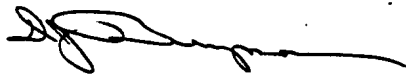
The Company replied that the new language of Subsection 301.3(a) is clear and specific in its requirement that employees must return to their residence on most weekends in order to qualify for per diem.

Decision


In light of the clear language of Subsection 301.3(a), it is obvious to the Pre-Review Committee that, since the grievant does not go home or intend to go home to Sultan, Washington on most weekends, he is ineligible for per diem based on that residence.

However, the Committee agrees that if an employee's work assignments are such that an employee could not reasonably go home on most weekends, the requirement will be waived for the duration of such assignments.

Case closed on this basis.



D. J. BERGMAN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee

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