

REVIEW COMMITTEE**PG and E****IBEW**

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FEB 20 1987

**CASE CLOSED
LOGGED AND FILED****RECEIVED FEB 19 1987**

General Construction Grievance No. 3-1398-85-32
P-RC 1055

D.J. BERGMAN, CHAIRMAN

February 17, 1987

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

RICHARD S. BAIN, Chairman
General Construction
Joint Grievance Committee

BARRY J. HUMPHREY, Chairman
General Construction
Joint Grievance Committee

Subject of Grievance

Denial of per diem expenses to employee attending training school when not staying in Company provided facilities.

Facts of the Case

The grievant was an Apprentice Lineman and was attending the Basic Electricity School at Emeryville.

The grievant did not wish to stay in the Company provided motel in Emeryville and wanted to commute to and from his residence in Santa Rosa. The Company denied per diem expenses based on Subsection 301.9(d) which states:

"Any continuous period of attendance at a Company training class which has been agreed to between Company and Union shall be considered a special temporary assignment for the duration of such assignment and shall qualify for expenses as provided in Subsections 301.9(a) and (b) above, except, however, while on such training assignment an employee may be required to utilize board and lodging which is provided by Company, in lieu of receiving per diem or full expenses. Such board and lodging shall be of reasonable quality. Such assignment will not constitute a change in headquarters for the purpose of Section 301.1. Travel to such classes shall be as provided in Section 301.11."

Discussion

The Committee discussed this case at considerable length.

The primary focus of the discussion centered around the aforementioned Contract language. The Union opined that the language was originally negotiated to include those training facilities where the Company maintained camps at which both board and lodging were provided. The basis for that language was found in P-RC 731 which specifically identified Kettleman as the Company facility.

P-RC 731 did not include Emeryville as a training facility where an employee attending that facility may be required to utilize Company provided board and lodging. Also of note at Emeryville, the Company did not provide board; however, the apprentices received the \$26 meal allowance instead.

The Committee also discussed the Line Department's past practice which was to require attendees at Emeryville to stay in the lodging if their commute was more than 30 miles or 45 minutes. This practice has apparently been in effect a number of years and was not discontinued by the Line Department following settlement of P-RC 731, although all other General Construction departments apparently did discontinue this practice at that time. The Committee agrees that the Line Department should also have discontinued the practice at that time.

Furthermore, another consideration that was discussed was the costs aspect of the practice of requiring attendees to stay in Company lodging vs. per diem expenses. In the instant case, the grievant would have received per diem at \$17 per day. The meals allowance (\$26) plus lodging (approximately \$37/day) would cost the Company considerably more than allowing the employee per diem and commute.

Decision

The Committee agreed that where the Company maintains a camp or is the provider of both board and lodging, Company may require an employee to stay at such facilities while attending training classes or forego per diem or reimbursement for expenses, pursuant to Subsection 301.9(d) of the Agreement.

In other situations, as with this case, the employee has the option of being reimbursed for expenses pursuant to Subsections 301.9(a) or (b).

The grievant in this case is entitled to per diem pursuant to Subsection 301.9(b).

On the basis of the above, this case is considered closed. Such closure should be noted by the Joint Grievance Committee.


DAVID J. BERGMAN, Chairman
Review Committee


ROGER W. STALCUP, Secretary
Review Committee