

REVIEW COMMITTEE**PG and E**

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

D.J. BERGMAN, CHAIRMAN

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

CASE CLOSED
LOGGED AND FILED

OCT 24 1986

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
R.W. STALCUP, SECRETARY

RECEIVED OCT 20 1986

General Construction Grievance No. 3-1510-86-18
P-RC 1135

October 16, 1986

RICHARD S. BAIN, Chairman
General Construction
Local Investigating Committee

BARRY J. HUMPHREY, Chairman
General Construction
Local Investigating Committee

Subject of Grievance

The reimbursement to the Company of overpaid per diem.

Facts of the Case

The grievant was a Lineman assigned to work in Daly City. The Grievant's residence was Rohnert Park. The grievant was initially paid Zone 4 per diem based on mileage from Cotati to Daly City. Rohnert Park is approximately 1.2 miles from Cotati. A subsequent mileage listing showed the amended mileage figure from Cotati to Daly City as 51.7 which happens to be Zone 3 per diem.

The Grievant appears to have been told by a bargaining unit field clerical staff member that the Company would not request backpayment.

The amount of overpayment was \$237.50. The Company initiated reimbursement under Contract Section 301.17 which states:

"If an error is made in the expense allowance to which an employee is entitled which results in an overpayment to the employee, the employee shall not be required to reimburse the Company beyond the first 60 days of overpayment. However, extenuating circumstances may relieve the employee of responsibility of reimbursement for overpayment of less than 60 days."

The Grievant claimed extenuating circumstances since he was told he would not have to repay the overpayment.

Discussion and Decision

The Committee reviewed the facts of this case and noted that the Joint Grievance Committee had requested the Local Investigating Committee to gather additional data in an effort to more clearly determine who told what to the

grievant.

Based on the facts as could be determined, the Committee could not clearly establish whether extenuating circumstances existed. However, in an effort to settle the issue the Committee agreed to an equity settlement to which one-half the per diem reimbursed by the grievant would be remitted back to the grievant.

This case is considered closed on this basis without prejudice to either parties' positions.


DAVID J. BERGMAN, Chairman
Review Committee


ROGER W. STALCUP, Secretary
Review Committee

MAS:mc