

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**

MAY 20 1987

RECEIVED MAY 20 1987General Construction Grievance No. 3-1598-86-106
P-RC 1188

May 19, 1987

IBEW 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, SECRETARYPHIL G. DAMASK, Chairman
General Construction
Local Investigating CommitteeBARRY J. HUMPHREY, Chairman
General Construction
Local Investigating CommitteeGrievance Issue

Denial of per diem upon return from hardship transfer.

Facts of the Case

The grievant is an Apprentice Lineman who was hired on August 30, 1983 at the Mountain View Yard and was informed he would be needed to work in that area. The grievant was living in San Mateo at the time of his hire.

Subsequently, the grievant moved his family to Sonora in June 1984, which became a pending residence for per diem purposes per Subsections 301.3(c) and 301.4(c). The grievant applied for a hardship transfer per Subsection 301.16 on July 28, 1986 and was granted such request on August 6, 1986. The grievant was transferred back to Mountain View on September 15, 1986 and was denied per diem expenses on his return. Title 301.16 of the Contract reads:

"Notwithstanding anything contained herein, Company by agreement with Union may transfer any employee who request such a transfer for substantial reason. Such transferred employee shall not be entitled to travel time or reimbursement of transportation expense, but shall be entitled to per diem expenses as provided for in Section 301.4. If such an employee has not yet become eligible for per diem expenses as provided in Subsection 301.3(c) at the time of such transfer, the city or town to which the employee is transferred shall be considered the employee's rehiring location for the purposes of Subsection 301.3(c)(amended 1/1/84)."

Discussion

Company stated that it would increase costs approximately \$720 per month per employee when granting a hardship request in a situation such as this.

The Company acknowledges that situation does not regularly occur, but would like to make the hardship transfer decision on the merits of the case and not be influenced by economic considerations.

Union stated that the Company has no choice according to Contract Section 301.16 but to grant the grievant per diem, effective with his transfer back to Mountain View based on his Sonora residence.

Settlement

The Committee agreed that the grievant was improperly denied per diem upon his transfer back to Mountain View. Therefore, the correction is to grant the grievant per diem from the date of his return to Mountain View (September 15, 1986) through the date he was put on per diem (April 7, 1987) consistent with the provisions of Subsections 301.4(a) and (e).

Based on the foregoing, this case is closed, and such closure should be noted in the minutes of the Joint Grievance Committee.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

RLBolf(222-5665):mc