

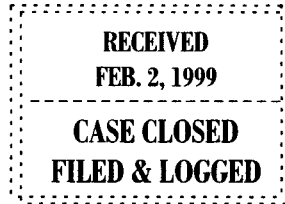


# REVIEW COMMITTEE



**IBEW**

PACIFIC GAS AND ELECTRIC COMPANY  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(510) 974-4282



INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(510) 933-6060  
R.W. STALCUP, SECRETARY

MARGARET A. SHORT, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

Hydro Generation Grievance No. SAH-97-10  
Fact Finding File No. 6677-98-052  
Pre-Review Committee No. 2179

BETSY GRIFFITH  
Company Member  
Local Investigating Committee

JIM LYNN  
Union Member  
Local Investigating Committee

### Subject of the Grievance

This case concerns expense reimbursement for traveling Southern Area Hydro crews.

### Facts of the Case

The parties executed Letter Agreement 91-82, Procedures for Temporary Headquarters Work Assignments for Kings-Crane Valley Hydro employees. Item 2, Expenses, of the agreement states in part:

"Each employee assigned to a crew shall be allowed a reasonable per diem amount for meals, laundry, telephone calls and other miscellaneous expenses while at the temporary headquarters. This per diem amount is based on a survey made in January of each year for traveling steam maintenance crews, excluding San Francisco."

Each year the survey was conducted and revised rates issued in January. Southern Area Hydro adjusted their rates based on the above for 1992 and 1993. However, starting in 1994, Southern Area Hydro did not receive notice of the updated changes for 1994 through 1997. Employees who went on traveling assignments during these years were underpaid.

The LIC agreed to pay employees who had been on traveling assignments at the correct rate beginning 30 days prior to the filing of this grievance which was on December 23, 1997.

The remaining issue is whether this situation constitutes a Continuing Grievance within the meaning of Title 102, Attachment A.

Discussion

Union opined that employees were due retroactive reimbursement for all assignments occurring between 1993 and late 1997. Union cited Joint Grievance Committee Decision 3-1988-89-93 as the basis for their position. This decision provides for full retroactive per diem adjustments under certain circumstances.

Company opined that the Joint Grievance Decision is inapplicable in this situation since the decision addressed per diem as referenced in Title 301 of the Agreement and that per diem under Title 301 can be considered income and taxable. However, the per diem at issue in this case is reasonable reimbursement for actual expenses as contemplated under Title 201. Company further opined that each traveling assignment was separate and discrete and does not fall within the meaning of a continuous course of action. Employees have up to 30 days following the end of a traveling assignment to grieve an alleged underpayment.

**DECISION**

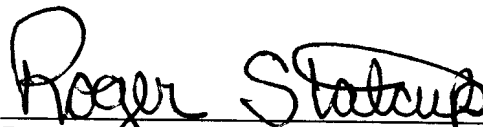
Based on the above, the PRC is in agreement that the grievance is not timely filed for assignments concluding more than 30 days prior to the filing of this grievance on December 23, 1997. The PRC noted and agrees with the adjustment made at the LIC. It was unclear, however, if there had been a traveling assignment in progress in the preceding 30 days if the adjustment was made to the beginning of the assignment or just for the days within the 30 day period. The PRC agrees that such adjustment should be retroactive to the beginning of such a continuous assignment.



Margaret A. Short, Chairman  
Review Committee

2/2/99

Date



Roger W. Stalcup, Secretary  
Review Committee

2/2/99

Date