

REVIEW COMMITTEE DECISION

Review Committee File Number 249
General Construction Grievance Number 257

Subject of Grievance

The grievance concerns the denial of an expense allowance to a General Construction employee for a regularly scheduled work day in his basic workweek on which he was absent from work as a result of illness. The record shows that the lineman reported for work at his headquarters in Santa Maria at 8:00 a.m., December 13, 1959. The lineman, with the remainder of his crew, proceeded to the job site to commence the day's work. He complained of being ill and was returned to his headquarters about 10:00 a.m. and received sick pay for the day.

The employee subsequently requested payment of expenses for the day in question. The Company's denial of his request is the basis for the grievance now before the Review Committee.

Statement and Decision

The grievance presents a question as to whether the employee, having reported for work and being required to leave the job two hours later due to illness, is entitled to receive an expense allowance for that day. The Labor Agreement provides that employees who are entitled to receive expenses in accordance with Section 301.4 (a) or (b) shall be given an expense allowance under the following conditions: (1) Each scheduled day he works in his basic workweek or is prevented from performing such scheduled work by inclement weather conditions covered in Title 303; (2) Each day he reports for pre-arranged work on a non-work day; (3) Holidays which fall on a work day in his basic workweek.

The payment of expenses is further qualified by Section 301.10 of the Agreement which provides in part:

"Notwithstanding the foregoing sections of this Title, an employee shall not be entitled to an expense allowance for any day he is absent from duty by reason of illness or other personal reason."

This same qualification appears in the Labor Agreement, dated August 1, 1947, and has remained unchanged to the present time. In addition to this, on December 21, 1947, the Company and Union entered into an agreed to interpretation of this section which provided that:

"An employee who is absent from duty for four (4) hours or less in any one day on which he is scheduled to work shall be entitled to the applicable expense allowance

for such day but an employee who is absent for more than four hours, in any such day shall not be entitled to an expense allowance for such day."

This interpretation has been given continuous effect to the present time and is considered by the Committee to be a reasonable application of Section 301.10.

For the foregoing reasons, the employee's grievance cannot be given favorable consideration by the Review Committee.

FOR UNION:

Kenneth Stevenson
W. M. Fleming
L. L. Mitchell

By Feb 21, 1961

Date L. L. Mitchell

FOR COMPANY:

E. F. Sibley
C. L. Yager
V. J. Thompson

By [Signature]

Date February 15, 1961