

REVIEW COMMITTEE DECISION

Review Committee File #254

General Construction Department Grievance #260

Subject of Grievance

A General Construction Department employee headquartered at Antioch and receiving per diem expense was instructed to report on Friday, March 4, to work at Bakersfield on the following Monday, March 7, 1960, at 8:00 A.M. The record further notes that he was eligible for per diem expense at his new headquarters. The employee traveled to his new headquarters on Sunday, March 6, 1960, and the Department subsequently approved his request for ten hours travel time. The employee's request for per diem expense for the day spent in travel to his new headquarters was denied by the Department.

The Union contended that the time spent in traveling to his new headquarters on a non-workday is prearranged work and the employee is therefore entitled to per diem expense. The Department states that such travel time is not prearranged work and the employee is not entitled to per diem expense for the day.

Statement and Decision

The facts set forth above note that the employee was receiving per diem expenses at his former headquarters and that he would receive such expenses at his new job headquarters. As to his entitlement to per diem expenses on a non-workday, Section 301.4(b) of the Agreement, states that the Company shall give such employees an expense allowance of six dollars a day for each day he reports for prearranged work on a non-workday provided he is otherwise entitled to such an allowance. In this case, however, the employee did not report for prearranged work but rather traveled to a new headquarters on a non-workday and received compensation in accordance with the provisions of Section 301.11. This section provides that when a General Construction employee is transferred to a job location other than his usual place of abode, and at which he is required to establish a new living quarters, he shall be compensated for the time actually spent in traveling to such new location, exclusive of stopovers, provided he travels by transportation facilities either furnished or designated by Company; such compensation shall be paid at the straight rate of pay for the work he will perform at the new location.

The employee concerned in this grievance received payment at his straight rate of pay for the time necessarily spent traveling

to his new headquarters on a non-workday in accordance with Section 301.11 of the Agreement. As he did not perform prearranged work on a non-workday, for which he would have been entitled to compensation at one and one-half ($1\frac{1}{2}$) times his straight rate of pay, the Review Committee finds he is not entitled to the per diem expense allowance for Sunday, March 6, 1960.

FOR UNION:

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

By L. L. Mitchell

Date June 13, 1961

FOR COMPANY:

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

By V. J. Thompson

Date June 9, 1961