

INDUSTRIAL RELATIONS

741.5

Review Committee Files Nos. 220, 487, 595, 600, 649, and 695
General Construction Grievances Nos. 254, 293, D.Gr/C 3-64-6,
D.Gr/C 3-64-7, D.Gr/C 3-65-3, and D.Gr/C 3-66-2

MAY 20 1967
LOCAL 1245, I.B.E.W.

May 18, 1967

MR. M. H. CHANDLER, Chairman
General Construction
Joint Grievance Committee

The Union has recently informed the Company members of the Review Committee that the above-subject grievances have been withdrawn from the agenda of the Review Committee. We are attaching a copy of the Union's letter for your information.

It will be in order for you to note in the minutes of the next Joint Grievance Committee meeting that these cases are considered closed.

L. V. BROWN, Chairman
Review Committee

LVB:RS
Attach.

cc: CHSedam
VJThompson
TJBianucci
CRMachen
AGMollart
DJMcPeak, IBEW

November 15, 1967

Mr. Donald L. Webb
629 "C" Street
Davis, California

Dear Sir and Brether:

Pursuant to our recent conversation with regard to the withdrawal of your grievance, the following are the reasons for such withdrawal.

Your grievance was processed through the various steps of the Grievance Procedure and reached the Review Committee level at approximately the same time as negotiations between the parties commenced.

As a result of discussions of your grievance during negotiations, the language of the Agreement has been changed to provide coverage of the situation which gave rise to your grievance. Section 301.15 of the Agreement now provides for an application of expenses to transfers to the Davis Service Center.

This change takes care of all future transfers of field employees to the Davis Service Center but does not resolve your grievance. The Union claimed that the Agreement provided for an expense allowance in your case and the Company claimed that the Agreement did not provide for an expense allowance in this instance and that further, in cases similar to your since 1943, expenses had never been paid. Both arguments have some validity.

To turn to the new language of the Agreement, the key to expenses under Section 301.15 revolves around whether or not the employee requested the transfer. If he did, he is not entitled to expenses. If he did not, he is so entitled. Your position is that you did not request the transfer and the position of General Construction is that you did request a transfer. With directly opposite positions, it is almost impossible to decide which position is in fact valid.

The records submitted to the Review Committee indicate that you accepted a transfer to light duty at Davis when informed that no light duty was available in the field. The acceptance of this transfer could also be construed as a request for the light duty and therefore a request for the transfer.

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