

REVIEW COMMITTEE DECISION

Review Committee File Nos. 1351 and 1352  
East Bay Division Grievance Nos. 1-74-4 and 1-74-3

Subject of the Grievance

Both cases involve the inadvertent misaward of a Line Subforeman job in Richmond. Grievant Trumbull was awarded the job on January 18, 1974. Subsequently, on January 30, 1974 Grievant Runswick protested the award and produced a valid prebid receipt for the job in question after which he was placed into the job on February 4, 1974. The case presents several issues involving travel time and expenses as well as a question of the rate of pay which Grievant Runswick was entitled to following January 18, 1974.

Discussion

The issues presented cannot be simply resolved through the application of provisions of the Labor Agreement. For example, through no fault of his own, Grievant Runswick did not work as a Line Subforeman for the period in question and strictly applying the provisions of Title 204 did not become entitled to the higher rate of pay. Similarly, this was not a "temporary headquarter" situation as would be provided for in Section 202.23 nor was there a "voluntary" arrangement between the employee and his supervisor to report to the new location as a temporary headquarters.

On the other hand, it would clearly be wrong to close the cases on this basis. Both of the employees have either incurred additional transportation expenses or loss of salary as a result of the mistake. As a matter of equity then, the Review Committee reaches the following decision:

Decision

Grievant Trumbull is entitled to a vehicle mileage allowance, pursuant to the provisions of Section 201.6 of the Agreement, for 11.8 miles for each day that he reported at the Richmond Service Center.

Grievant Runswick is entitled to wages from the date he pointed out the error to the Company.

FOR UNION:

W. H. Burr  
E. R. Sheldon  
L. N. Foss



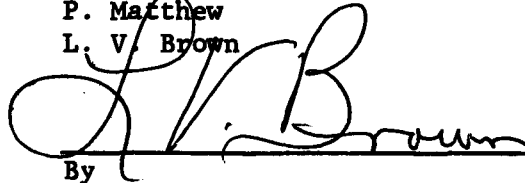
By

July 2, 1974

Date

FOR COMPANY:

J. A. Fairchild  
P. Matthew  
L. V. Brown



By

July 2, 1974

Date