

REVIEW COMMITTEE**PG and E**

PACIFIC GAS AND ELECTRIC COMPANY
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(415) 781-4211, EXTENSION 1125

CASE CLOSED
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RECEIVED APR 2 1984

REVIEW COMMITTEE DECISION

IBEW 

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
R.W. STALCUP, SECRETARY

D.J. BERGMAN, CHAIRMAN

Stockton Division Grievance No. 16-276-83-19
Sacramento Division Grievance No. 6-198-83-21
San Jose Division Grievance No. 8-820-83-36
Review Committee File No. 1558-83-11

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

Subject of the Grievance

This case concerns the applicability of providing \$85 per month to employees for using their personal vehicles in the job siting experiment.

Grievance Issue

During the course of 1982 negotiations, the Company and Union agreed to establish a six-month job siting experiment effective January 1, 1983. The experiment was undertaken to evaluate job site reporting and its effect on productivity. For this experiment, employees, by voluntary arrangement with their supervisor, reported directly to a job site within the service area of the employee's regular headquarters. The Company agreed that those employees reporting directly to the job site would use their personal vehicles and be reimbursed for actual mileage from their home to the job site and then home from the job site in the evening. The Company also agreed to pay such employees actual travel time.

In several Divisions, the Union grieved maintaining that the employees participating in the job siting experiment were also entitled to an additional \$85 per month citing Standard Practice 724.5-1. The Union believed that employees using their personal vehicles in excess of 50 percent of the working days in a month were entitled to receive this payment.

The Company pointed out that the \$85 per month payment was not agreed-to, nor discussed, when bargaining the job siting experiment. The Company further opined that Standard Practice 724.5-1 specifically cites requirements that must be met before the \$85 per month reimbursement would be made. No. 4 of the Standard Practice under "Authorization for Use of Employee's Cars" reads "use of employee-owned cars on Company business may be authorized (emphasis added) by the appropriate Vice President, General Office Department Head or Division Manager." Such use was not authorized and, therefore; these employees are not entitled to the additional reimbursement.

The Review Committee reviewed additional information which had been requested and received from the Divisions. The information indicated that only Meter Readers who receive authorization in advance and use their personal vehicles for Company business (i.e. driving between their routes and their headquarters) were reimbursed the additional \$85 per month in conjunction with actual mileage.

The Review Committee reviewed the 1983 General Negotiations settlement agreement as it applies to job siting. The Committee noted that the Agreement states that the provisions of Section 202.23 shall apply during the job siting experiments. In reviewing Section 202.23 the Committee noted that the Section states, in part, that "The provisions of Section 201.6 shall apply to the use of an employee's personal vehicle." Then, in review of Section 201.6, the Committee noted that the language states "An employee who is authorized by Company to use his personal vehicle in connection with his duties shall be entitled to a vehicle mileage allowance at the mileage rates negotiated by Company and Union from time to time."

As is previously noted, there was no specific discussion of Standard Practice 724.5-1 during negotiations. Some members of Union's committee were of the opinion that, even without specific discussion, the provisions of the Standard Practice were covered by this settlement. Company members did not agree.

Decision

The Review Committee, after reviewing Standard Practice 724.5-1, various Letter Agreements between the Company and Union regarding reimbursement of mileage to employees using their personal car on Company business, and the 1983 General Negotiations settlement, is of the opinion that for this job siting experiment there was no violation of the Agreement. The negotiating committee addressed Section 202.23 of the Agreement, which, by reference, addresses Section 201.6. Section 201.6 provides for a vehicle mileage allowance at the negotiated rate but does not provide for the additional \$85 allowance. On this basis, these cases should be closed without adjustment.

FOR COMPANY:

N. L. Bryan
F. C. Buchholz
R. C. Taylor
L. V. Brown

By L. V. Brown

Date 3/30/84

FOR UNION:

R. L. Choate
R. Friend
P. Nickeson
R. W. Stalcup

By Roger Stalcup

Date 3/30/84