



## REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
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INTERNATIONAL BROTHERHOOD OF  
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ROBIN WIX, CHAIRMAN  
☐ DECISION  
☐ LETTER DECISION  
☐ PRE-REVIEW REFERRAL

F.E. (ED) DWYER Jr, SECRETARY

### **Pre-Review Committee Number 22616 & 22641 Gas Operations – Gas T & D – Edenvale**

Jodi Baxter  
Company Member  
Local Investigating Committee

Casey Barker  
Union Member  
Local Investigating Committee

#### Subject of the Grievance

These cases concern the Company's direction that a T200 Apprentice Fitter was to utilize Company provided lodging while attending training at the Livermore and San Ramon Valley Conference Center (SRVCC) facilities rather than commute daily due to the distance of his commute.

#### Facts of the Cases

The grievant in both cases is an Apprentice Fitter at Edenvale and was required to attend Leak Survey Detection and Grading Training at the Livermore Training Facility between April 14 and April 23, 2014. The grievant was also required to attend 10-day Apprentice Fitter – Secondary Training at the San Ramon Valley Conference Center between May 5 and May 16, 2014.

The grievant's residence is in San Jose. The distance between his residence and both training facilities is approximately 42 miles one way, and the average travel time each way for both locations is 1 to 1.25 hours. Considering the length of travel time, the Company made arrangements for the grievant to lodge per Section 201.8. The Company informed the grievant should he opt to commute daily, he would not be reimbursed for mileage or travel time as the Company was providing lodging. The grievant declined the lodging and chose to commute daily between his home and the training facilities. The grievant submitted timecards requesting reimbursement for daily travel and mileage as he believed he was entitled to the provisions under Section 201.7.

The Company declined to pay the grievant's travel time and mileage based on the communicated expectation that the grievant lodge at the training facilities as provided for by the Company. The grievant was reimbursed for travel time and mileage at the beginning and end of the training in accordance with Section 201.8.

#### Discussion

The Committee reviewed the provisions of Title 201. Section 201.7 states in part:

*"When arrangements are made for an employee to travel each day between the employee's living quarters and the training location, he/she shall be given an allowance*

*for the time involved which is in excess of the time normally taken in traveling between his/her living quarters and regular headquarters...”*

The Company argued that the language “when arrangements are made” provides that it is the Company’s right to determine whether to authorize daily commute for training, and only when such arrangements are made, is the Company required to reimburse an employee for travel and mileage in accordance with Section 201.7. The Company did not make arrangements for the employee to commute (in fact just the opposite) and on that basis alone the employee is not entitled to reimbursement for travel mileage.

Subsection 201.8(a) states in part:

*“If it is impracticable for an employee who attends training classes to return to the employee’s regular headquarters or living quarters each day, Company shall, for the duration of the training assignment, provide such employee board and lodging....”*

The Company argued that in these two cases, the Department made the determination that commuting daily was impracticable and therefore provided board and lodging pursuant to Section 201.8. Furthermore, the Company clearly communicated the expectation that should the grievant opt to commute daily, he would not be reimbursed for daily travel and mileage.

The Union argued that employees often have outside obligations that require they return home daily while in training and that the Company should consider these obligations when determining if lodging will be required. Furthermore, the Union believes that travel time of one hour or less each way is not impracticable. Training is usually scheduled for 8 hours per day which puts the employee at home after commuting at around 10 hours. Given that statement, the argument from the Company that employees be well rested for training by ordering them to utilize lodging is not plausible.

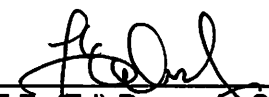
#### Decision

The Committee agreed that supervisors and employees are usually able to reach agreement regarding daily travel versus overnight lodging for training, taking into consideration the required travel time to the training location from the employee’s residence and the employee’s personal obligations outside of work hours. The Committee strongly recommends that these discussions take place when there are circumstances in which practicality may be an issue.

In these immediate cases the grievant’s travel time was between 1 and 1-1/4 hour travel time each way. The Committee agreed there is no clear definition of what constitutes an impracticable commute however the Committee further agreed that the Company provided notice to the grievant that he would not receive travel time or mileage if he chose to travel daily.

Based on the foregoing, the Committee agreed to close these cases without adjustment and without prejudice or precedence to either parties’ position. The Union reserves the right to grieve what is an ‘impractical commute’ in the future if the issue arises.

 2/12/15  
Robin Wix, Chairman  
Review Committee  
Date

 2/12/15  
F.E. (Ed) Dwyer, Jr., Secretary  
Review Committee  
Date