



REVIEW COMMITTEE

IBEW



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ROBIN WIX, CHAIRMAN
☐ DECISION
☐ LETTER DECISION
☐ PRE-REVIEW REFERRAL

F.E. (ED) DWYER Jr, SECRETARY

Pre-Review Committee Number 22617 Gas Operations – Gas T & D – Edenvale

Jodi Baxter
Company Member
Local Investigating Committee

Casey Barker
Union Member
Local Investigating Committee

Subject of the Grievance

This case concerns the Company's direction that a T200 Apprentice Fitter was to utilize Company provided lodging while attending training at the San Ramon Valley Conference Center (SRVCC) facility rather than commute daily due to the distance of his commute.

Facts of the Case

The grievant is an Apprentice Fitter at Edenvale and was required to attend 5-day Enhanced Pipeline Welding Training at the San Ramon Valley Conference Center between May 5 and May 9, 2014.

The grievant's residence is in Le Selva. The distance between his residence and the training facility is approximately 75 miles one way, and the average travel time each way is 1.75 to 2 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 facility. 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 travel time and mileage based on the communicated expectation that he lodge at the SRVCC training facility 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*" indicates 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...."

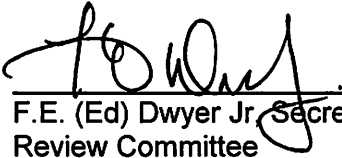
The question before the Committee is whether or not it was impractical for the grievant to commute daily between his residence and the training facility. In Section 205.3 it defines a commutable distance when reporting to a temporary headquarters as 30 miles or 45 minutes. In Section 212.2 (a) it states that for emergencies not involving hazard to life and property that preferential consideration will be given to employees whose residence is within 60 minutes automotive travel time.

In this case, the Department made the determination that commuting daily was impracticable. The Company provided board and lodging pursuant to Section 201.8 and clearly communicated the expectation that should the grievant opt to commute daily, he would not be reimbursed for daily travel and mileage.

Decision

The Committee agreed there is no definitive language regarding what is considered an "impracticable" commute for training, however further agreed that the grievant's daily roundtrip commute of 3.5 to 4 hours would not be considered practical. The Committee encourages that supervisors and employees have discussions on any mitigating circumstances such as personal commitments or length of the training assignment for commute purposes. The Committee agrees to close this case without adjustment.

 1/8/15
Robin Wix, Chairman Date
Review Committee

 1/8/15
F.E. (Ed) Dwyer Jr. Secretary Date
Review Committee