REVIEW COMMITTEE

PG and E

IBEW

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D.J. BERGMAN, CHAIRMAN

INTERNATIONAL BROTHERHOOD OF
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R.W. STALCUP, SECRETARY

☐ DECISION
☒ LETTER DECISION
☐ PRE-REVIEW REFERRAL

General Construction Grievance Nos. 3-643-79-132,
3-649-79-138/3-650-79-139/3-659-79-148,
3-680-79-168, and 3-730-80-15
P-RC 519, 520, 522 and 541

September 10, 1980

MR. R. S. BAIN, Chairman
General Construction
Joint Grievance Committee

The above-subject grievances have been discussed by the Pre-Review Committee prior to their docketing on the agenda of the Review Committee and are being returned, pursuant to Section 1B of the Review Committee procedure, to the Joint Grievance Committee for settlement in accordance with the following:

108.1 P P-RC 519 (3-643-79-132) - The unresolved issue concerns the question of when the grievant's supplemental benefits terminated; and to that end, the Pre-Review Committee is in agreement that Review Committee Case No. 1200 (attached) answers this question. Therefore, the supplemental benefits were properly discontinued effective September 7, 1979.

112.8 P P-RC 520 (3-649-79-138/3-650-79-139/3-659-79-148) - The case concerns a two-day disciplinary layoff and confirming letters of reprimand of a Painter for excessive absenteeism. In view of Mr. Stubblefield's letter dated September 6, 1979, allowing the grievant up to ten days to report, the Pre-Review Committee is of the opinion that the grievant was off with permission; and as a result, the two-day disciplinary layoff was improper. The letters should be rewritten reflecting this change.

308.15 P P-RC 522 (3-680-79-168) - The issue concerns whether the grievant worked more than three consecutive weeks without two days off in violation of Section 308.15 of the Physical Agreement. The Joint Statement of Facts indicates that, during the period in question from October 6, 1979 through November 15, 1979 the grievant was off several days on Union business. In reviewing Section 308.15 of the Agreement, the Pre-Review Committee agrees that the Section was intended for two days off when employees were required to work by the Company three consecutive weeks. Therefore, a contractual violation did not occur in this case,

102.2 P P-RC 541 (3-730-80-15) - The case concerns the two-day disciplinary layoff and confirming letter or reprimand of a Helper in the Gas Construction Department. The disciplinary action was a result of the grievant's attendance record and work performance. The Pre-Review Committee notes that the grievant had been disciplined twice in 1979 for his poor work performance and failed to grieve

on both occasions. As to the grievant's sick leave record, the Pre-Review Committee notes that, after the grievant was put on notice of an unsatisfactory attendance record, he was still allowed time off including authorized personal business which in effect condones the employee's poor attendance record. Therefore, the Pre-Review Committee is in agreement that a one-disciplinary layoff is proper for the grievant's poor work performance and the other disciplinary day off for poor attendance will be restored to the grievant. Further, the letter of reprimand should be rewritten deleting the one-day disciplinary layoff but informing the grievant that his attendance record is unacceptable and must maintain a satisfactory record or further disciplinary action will result. During the Pre-Review Committee's discussions concerning this case, a question arose over the employee reprimand form used by General Construction and it was agreed that the Department would revise the form indicating that the Employee Remarks portion would be voluntary and employees were not waiving their rights to grieve pursuant to 102 of the Agreement by commenting on the reprimand form.

These cases are considered closed on the basis of the foregoing and the adjustments provided herein and the closures so noted in the minutes of your next Joint Grievance Committee meeting.

D. J. BERGMAN
For the Company

R. W. STALCUP
For the Union

DJB:ldb

cc: GSBates
MEBadella
LCBeanland
IWBonbright
LVBrown
FCBuchholz
JACates/DKLee
RHCunningham
NRFarley
CAMiller
JBStoutamore
WKSnyder
CPTaylor
Division Personnel Managers

REVIEW COMMITTEE DECISION

Review Committee File No. 1200-72-78
Humboldt Division Grievance No. D.Gr/C 19-72-4

Statement of Fact

This grievance concerns supplemental benefits received by the grievant for an industrial injury. The grievant began receiving temporary disability payments as a result of an industrial injury on November 22, 1971. These temporary compensation payments and supplemental benefits, pursuant to the provisions of Section 108.1 of the Physical Agreement, were paid to the employee until June 5, 1972.

On that latter date he was removed from the temporary disability compensation payroll inasmuch as his injury was permanent and rateable and supplemental benefits were discontinued.

Thereafter, he continued to receive $52.50 per week as advances against permanent disability pending a decision by the Workmen's Compensation Appeals Board.

The grievant returned to work July 3, 1972.

Discussion

The issue in this case surrounds the time period from June 5 to July 3, 1972. Specifically, the question is whether or not during that period of time the employee was entitled to supplemental benefits pursuant to the provisions of Title 108 of the Agreement.

Section 103.1 provides for a wage makeup when an employee is absent by reasons of an injury arising out of and in the course of his employment with Company which comes within the application of the Workmen's Compensation Insurance Chapter of the State Labor Code. To pinpoint the issue here, the Labor Agreement goes on to provide:

> "He shall be eligible for supplemental benefits for the duration of <u>temporary</u> disability." (Emphasis added)

The grievant received the proper supplemental benefits during the period of temporary disability within the meaning of that section between November 22, 1971 and June 5, 1972. To answer the question here then, the temporary disability terminates when it is medically determined that the employee has reached the stage where his injury is "stationary and rateable" and, if such conclusion is affirmed, the employee is no longer entitled to receive supplemental benefits.

The Workmen's Compensation Appeals Board later affirmed the Company's conclusion that the grievant's condition was stable and rateable when it made its finding and award of a permanent disability of 31% payable at the rate of $52.50 a week for 124 weeks.

Decision

From the facts and discussion set forth above, the discontinuance of the supplemental benefits was proper under the explicit provisions of Section 108.1 of the Labor Agreement.

FOR UNION:

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

By L. N. Foss

4-24-1974

FOR COMPANY:

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

By