

REVIEW COMMITTEE**PG and E****IBEW**

PACIFIC GAS AND ELECTRIC COMPANY
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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

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

General Construction Grievance No. 3-1563-86-71
P-RC 1168

NOV 3 1987
CASE CLOSED
LOGGED AND FILED
RECEIVED OCT 9 1987

September 29, 1987

PHIL G. DAMASK, Chairman
General Construction
Local Investigating Committee

BARRY J. HUMPHREY, Chairman
General Construction
Local Investigating Committee

Subject of the Grievance

Failure of Company to provide light duty.

Facts of the Case

The grievant was a Routine Shop Clerk at the Davis Service Center. Toward the end of May 1986, the grievant began experiencing pain and numbness in her right arm and hand. Her doctor recommended a wrist brace for one week and wrote a note to the Company indicating that the grievant was to use the fingers of her right hand minimally and not to keypunch.

Grievant notified her Supervisor by telephone of her restrictions. These restrictions prevented her from performing her principal assigned duties. Grievant believed she could perform filing, operate the switchboard or some other work of that nature. Grievant also informed her supervisor that she would be required to wear the wrist brace for a week.

The grievant's Supervisor reviewed his work requirements and looked for productive positions which the grievant could fill given the medical restrictions. The Supervisor determined that light duty work was not available. Grievant utilized sick pay for the five days she was unable to work.

Discussion

The Union member of the Committee opined that the Company could have found productive work for the grievant since the Company had accommodated other employees in the past.

The Company member of the Committee opined that the Supervisor performed a good faith review of his work requirements at

this point in time and determined that light duty work was not available. Company further stated that the record indicated that while it was true some employees had been accommodated, other employees had not been provided light duty in this work section. The Company further opined that there is no obligation to provide light work or to create "make work" assignments to accommodate limited temporarily disabled employees and that decisions such as this must be made based on the facts in each individual case.

The Union disagreed with regard to the Company's position that it is not obligated to provide light duty and as such no determination was made with regard to that portion of the grievance in this case.

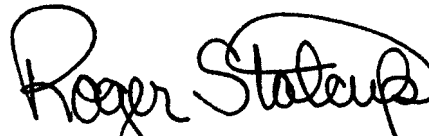
Decision

The Committee did agree that the record in this case did not support an allegation that the Supervisor failed to look for light work. In addition, there appeared to have been some confusion in the grievant's conversation with her Supervisor on what work she could perform. On that basis, the Committee agreed that no violation of the agreement occurred.

Based on the foregoing, this case is closed without adjustment and without prejudice to the parties' positions in future cases. Such closure should be noted in the Joint Grievance Committee minutes.



DAVID J. BERGMAN, Chairman
Review Committee



ROGER W. STALCUP, Secretary
Review Committee

RRDoering(2-1124):rdp

cc: Jess R. Herrera
I. Wayland Bonbright
Richard B. Bradford
Rod J. Maslowski
Ronald A. Morris
Reg. & G.O. Human Res. Mgrs. & Dirs.