



REVIEW COMMITTEE



IBEW

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PACIFIC GAS AND ELECTRIC COMPANY
201 MISSION STREET, ROOM 1508
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P.O. BOX 770000
SAN FRANCISCO, CALIFORNIA 94177
(415) 973-8510

**CASE CLOSED
FILED & LOGGED**

NOV 16 1994

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(510) 933-6060
R.W. STALCUP, SECRETARY

RICK R. DOERING, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

**Yosemite Division Grievance No MER-93-4
P-RC 1812**

**ROBERT HINSON, Company Member
Yosemite Division
Local Investigating Committee**

**ROBERT GIBBS, Union Member
Yosemite Division
Local Investigating Committee**

Subject of the Grievance

This case concerns whether the Company is paying the grievant supplemental benefits at the appropriate rate.

Facts of the Cases

In 1988 the grievant filed a cumulative industrial injury claim dating back to 1986 for an injury she sustained to her back. The grievant continued to work without any physical restrictions, and on April 10, 1991, she received a stipulation of award for her injury.

On September 19, 1991, the grievant was precluded from working and was placed on the Workers' Compensation payroll. During November of 1991, she had surgery on her back. She was eventually released for light duty work on April 6, 1992. On May 17, 1993, having worked light duty for over a year, the grievant was returned to the Workers' Compensation payroll. Initially the grievant was provided supplemental benefits under the 1988 claim of injury. However, the supplemental benefit payment rate was eventually reduced to an amount reflective of the 1991 injury which is the basis for this grievance.

Discussion

The Union opined that the Company violated Subsection 23.1, by not paying the grievant at the 1988 supplemental benefit rate of 75 percent rather than the 1991 rate of 66 2/3 percent on the 183rd day of absence. The Union believes that this supplemental benefit rate of 75% is warranted because the injury sustained by the grievant occurred in 1988 and has been cumulative in nature.

The Company argued that the supplemental benefits received by the grievant were paid at the appropriate rate since the date of injury occurred in 1991. The Company also noted that in the correspondence between the grievant's attorney and the Company attorney a 1991 date of injury is shown.

Decision

The Committee reviewed the decision in P-RC 1452 which addresses this issue. In that case it was determined that the supplemental benefit rate paid to employees would be based on the contractual language in effect at the time that the injury was sustained. Turning to the case at hand, the parties agreed that the Workers Compensation Appeals Board determines which injury the grievant's benefits will be based upon. If it is determined that the grievant's injury is cumulative to 1988, the supplemental benefits will be paid at the rate of 75 percent. If, however, it is determined that the injury occurred during 1991, then the grievant will be paid at the rate of 66 2/3 percent.


This case is considered closed.



John A. Moffat, Chairman

11/15/94

Date



Roger W. Stalcup, Secretary

11/10/94

Date