

# REVIEW COMMITTEE

**PG and E**

PACIFIC GAS AND ELECTRIC COMPANY  
245 MARKET STREET, ROOM 444  
SAN FRANCISCO, CALIFORNIA 94106  
(415) 781-4211, EXTENSION 1125

D.J. BERGMAN, CHAIRMAN

- DECISION  
 LETTER DECISION  
 PRE-REVIEW REFERRAL

General Construction Grievance No. 3-561-79-50  
P-RC 484  
Denied Three Days' Supplemental Benefits

**IBEW** 

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  
L.N. FOSS, SECRETARY

September 21, 1979

MR. W. FUNABIKI, Chairman  
General Construction  
Joint Grievance Committee

## Statement of the Case

This case concerns a Gas Construction Department employee's entitlement to three days of supplemental benefits. The grievant was placed on industrial compensation payroll on February 18, 1976. At various times after that, he alternated between working and the compensation payroll. On March 12, 1979, pursuant to the regulations of the Division of Industrial Accidents, Rehabilitation Bureau, a rehabilitation conference was held on March 12, 1979. At that time, the grievant "expressed an adamant desire and intent to return to work with his former (sic) Employer." A few days later, the grievant initiated an examination by Company's panel physician, Dr. McDaniel. Apparently, Dr. McDaniel had treated the grievant previously. As a result, Dr. McDaniel issued a Return To Work Order certifying that the grievant was able to return to work on March 19, 1979. In the interim, the grievant was removed from the industrial compensation payroll and supplemental benefits terminated on March 14, 1979. As ordered by Dr. McDaniel, the grievant returned to work on March 19.

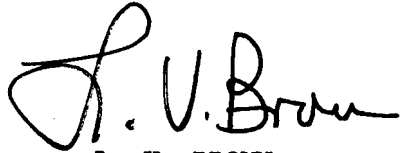
## Discussion

In this case, the Company and the Union stipulated to the following issue: "The unresolved issue remains, was Erickson improperly denied three days of supplemental benefits?" That question turns, however, on an initial question of whether the grievant is temporarily disabled for that period of time within the meaning and intent of Section 108.1. The resolution of the later question does not lie under the Labor Agreement. Thus, if the appropriate forum for resolving entitlements under the Workers' Compensation Act determines that the grievant is entitled to temporary compensation, as defined in Section 108.1 of the Agreement, then he is entitled to supplementary benefits for the period in question.

September 21, 1979

Decision

A copy of this decision will be forwarded to the parties' respective workers' compensation counsel for resolution of the grievant's entitlement to temporary workers' compensation benefits for the period involved. After which, this Committee will issue a final decision based on the outcome of the referral.



L. V. BROWN  
For the Company



L. N. FOSS  
For the Union

LVB(1165):rto

cc: DABrand  
IWBonbright  
BPSadler  
LCBeanland  
JACates/DKLee