

112.10 P

REVIEW COMMITTEE

PG and E

IBEW

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INTERNATIONAL BROTHERHOOD OF
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R.W. STALCUP, SECRETARY

OCT 5 1984

**CASE CLOSED
LOGGED AND FILED**

D.J. BERGMAN, CHAIRMAN

RECEIVED OCT 9 1984

General Construction Grievance No. 3-1167-83-10
P-RC 878

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

October 1, 1984

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

MR. MIKE MC KINNEY, Chairman
General Construction
Joint Grievance Committee

Subject of the Grievance

This case concerns the appointment of a General Construction Field Clerk into a Routine Shop Clerk classification in Oakland as a result of an industrial back injury.

Facts of the Case

The grievant was employed September 19, 1978. On May 31, 1980, he suffered an industrial injury while working in San Luis Obispo and was subsequently on and off the Compensation Payroll for varying periods. Based on a November 1982 medical report, the grievant was returned to work in Fresno as a Field Clerk on light duty. Because the medical report indicated that the grievant's condition was permanent and stationary with a 35 lb. lifting restriction, the grievant was offered a Routine Shop Clerk classification in Oakland. He accepted the position under protest. Field Clerks are at times required to lift objects weighing up to 90 lbs., whereas the Routine Shop Clerk has no lifting requirements.

The grievant resides in Fresno and, therefore, commuted on weekends between Oakland and Fresno until September 9, 1983 when he was returned to the Compensation Payroll.

Discussion

The Pre-Review Committee discussed at length the provisions of Subsections 112.10(a) and (b). In so doing, the Committee also reviewed Arbitration Case No. 71 and Pre-Review Committee Case Nos. 599 and 471. The Union Committee members maintained that the Company could have and should have retained the grievant in the Field Clerk classification pursuant to Subsection 112.10(b). Company Committee members argued that Subsection 112.10(b) was negotiated for journeyman and above classifications only, that when employees other than journeyman and higher are precluded from performing all of their duties due to disability, then the Company is obligated to rehabilitate that employee either within or outside the Company. The Union also pointed out that the Field Clerk classification has been utilized in the past to rehabilitate heavy physical employees.

October 1, 1984

The Union further argued that under the Long Term Disability Agreement, the Company is prohibited from requiring an employee to accept a position more than 30 miles or 45 minutes from the employee's residence. The Company cited P-RC 621, wherein the parties agreed that such an issue is not a proper subject for the grievance procedure.

At the time the grievant was offered the position in Oakland, he indicated a willingness to relocate for a Routine Shop Clerk in Davis. At the time, there wasn't a need for an additional Routine Shop Clerk in Davis.

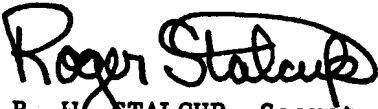
Decision

Notwithstanding the various arguments advanced by the parties, it was agreed that the grievant would be offered a Routine Shop Clerk in Davis. The grievant accepted and has been medically released to return to work in that capacity.

The Pre-Review Committee, therefore, agrees to close this case without further adjustment and without prejudice to the position of either party.

Such closure should be so noted by the Joint Grievance Committee.


D. J. BERGMAN, Chairman
Review Committee


R. W. STALCUP, Secretary
Review Committee

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