

REVIEW COMMITTEE

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

**CASE CLOSED
LOGGED AND FILED**

AUG 6 1985

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

RECEIVED AUG 7 1985

San Francisco Division Grievance No. 2-960-84-60
P-RC 994

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

August 7, 1985

MR. K. H. ANDERSON, Company Member
San Francisco Division
Local Investigating Company

MR. J. VALENTINO, Union Member
San Francisco Division
Local Investigating Company

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(i) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Subject of the Grievance

This case concerns the termination of an Auxiliary Operator, Potrero Power Plant, as Company believed she was not suited for shift work.

Facts of the Case

The grievant was hired on October 4, 1982, as an Auxiliary Operator, and terminated on April 15, 1984. On April 2, 1984, the grievant gave to her supervisor a letter dated March 12, 1984 from Dr. Eric Goosby, her personal physician. The letter indicated that the grievant was suffering from sleep disturbance, short-term memory loss, depression, and insomnia, that decreases her ability to concentrate for prolonged periods due to a constantly fluctuating work schedule. To minimize the stress in the grievant's life, Dr. Goosby requested "a work schedule that is permanent, preferably in the day."

Item No. 4 of the Local Investigating Committee Report states, that Dr. Goosby was contacted by a Company Representative, and it was confirmed that the grievant could not perform shift work. The grievant later gave the Union another report from Dr. Goosby dated December 12, 1984, which was intended to clarify his earlier report of March 12, 1984. In this report, Dr. Goosby stated, "...I at no time intended to imply in my letter that she was unable to perform her job safely and accurately..."

Company stated that efforts were made to find alternate placement for the grievant, but at the time there were no appropriate vacancies. Company also stated that grievant couldn't be placed into another position pursuant to Title 206. The Pre-Review Committee noted that the Local Investigating Committee Report offers no additional information regarding vacancies that may have existed, and were filled during the period of time in question, nor does the Local Investigating Committee Report provide any information regarding the possibility of a Title 206 placement. The Local Investigating Committee Report does indicate, however, that grievant was offered a leave of absence for personal reasons, which she declined.

Subsequent to her termination, the grievant filed a Worker's Compensation Claim alleging that her condition arose out of, and in the course of her employment with PGandE. Company has not agreed that her claim is compensable. Following the filing of the Worker's Compensation Claim, grievant was examined by a Dr. Harrison at the request of her attorney. In a report dated January 15, 1985, Dr. Harrison stated that:

"...the temporal relationship between (grievant's) symptoms and her rotational shift work is quite convincing and indicates in my opinion a probable relationship between her complaints and her shift work. I believe that there is a high likelihood that she was unable to tolerate rotating shift work. I do not recommend that she return to work as an operator doing shift work. A return to such shift work would most probably result in a resumption of her symptoms and medical difficulties as were obvious from the review of her history and medical records."

Discussion

The Union's position in this case is two-fold. First, that the grievant and her doctor maintain that she could have continued to perform as an Auxiliary Operator. Union pointed out that the report from Dr. Goosby dated March 12, 1984 stated, "I am asking that you allow her to have a work schedule that is permanent, preferably in the day." This is not, in Union's opinion, a statement which says grievant cannot continue to perform shift work. It is a request to allow a change. Upon request for clarification of his March 12, 1984 report, Dr. Goosby provided a second report dated December 12, 1984, that stated, "I at no time intended to imply that (grievant) could not perform her designated duties successfully and safely."

Secondly, Union opined, even if she could no longer perform as an Auxiliary Operator, she should have been placed in another position pursuant to Section 205.5 or Title 206, or should have been placed on the Compensation Payroll, until another position commensurate with her condition could be found.

It should be noted, however, that prior to her discharge, the grievant did not submit any transfer applications, prebids or postbids, even though she received transfer forms and counselling regarding such procedures from a Personnel Representative.

Company stated that the grievant brought the March 12, 1984 letter to the Company's attention, there had been no prior notification of any problem, and that a conversation with Dr. Goosby approximately on April 9, 1984 left no doubt that the grievant had to be removed from a rotating schedule immediately.

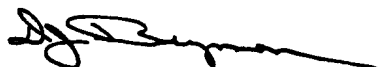
The issue of whether the grievant's condition was industrially related and, therefore, should have been placed on the Compensation Payroll is not a proper subject for the grievance procedure. The employee's appeal procedure is via the Worker's Compensation Appeals Board.

Decision

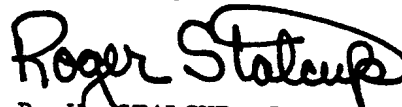
Given the fact that the Company was willing to place the grievant in another position, the parties agreed to a reinstatement without backpay to a Materialsman classification effective May 22, 1985 with benefits intact. Whatever vacation entitlement the grievant may have, would be adjusted pursuant to Subsections 111.5(a), and (c) Physical Agreement.

It was further agreed that when the Worker's Compensation Appeals Board case is closed, this case would be reopened to determine if there is liability.

This case is considered closed on the basis of the foregoing without prejudice, and should be so noted by the Local Investigating Committee.



D. J. BERGMAN, Chairman
Review Committee



R. W. STALCUP, Secretary
Review Committee

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