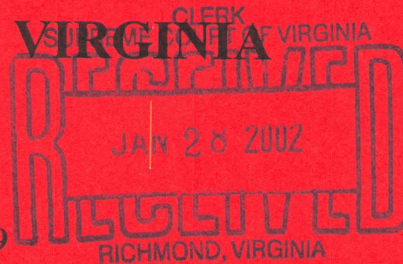


264Va13

IN THE
SUPREME COURT OF VIRGINIA



RECORD NO. 011739

E.I. DUPONT DE NEMOURS AND COMPANY,

Appellant,

V.

BRENDA G. EGGLESTON,

Appellee.

**APPENDIX
VOLUME I OF II**

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ADMITTED IN VIRGINIA AND U.S. SUPREME COURT

✓
August 11, 1999

✓
VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

The Honorable P. Randolph Roach, Jr.
Virginia Workers' Compensation Commission
1000 DMV Drive
Richmond, Virginia 23220

Re: Brenda Eggleston v. duPont de Nemours & Company
V.W.C. File No.: 143-94-79 D/Accident: 09/28/89
149-63-96 D/Accident: 01/28/90
162-62-45 D/Accident: 03/09/93

Dear Deputy Commissioner Roach:

✓
Enclosed please find our Claimant's Memorandum Of Law In Opposition to Employer's Application For Hearing. I have also inclosed for your information and convenience, a copy of interpretive case law citings. If you have any questions regarding this document, please do not hesitate to telephone me. Your consideration of this matter is appreciated.

Respectfully submitted,


WESLEY G. MARSHALL

WGM:kaj

Enclosure

cc: Ms. Brenda Eggleston (via first class mail)
cc: Kimberly R. Hillman, Esquire (via first class mail)

VIRGINIA WORKERS'
COMPENSATION COMMISSION
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V I R G I N I A:

IN THE WORKERS' COMPENSATION COMMISSION

BRENDA L. EGGLESTON,

Claimant,

v.

DUPONT DE NEMOURS & COMPANY,

Self-Insured Employer.

V.W.C. File No: 143-94-79

(D/Accident: 09/28/89)

V.W.C. File No: 149-63-96

(D/Accident: 11/28/90)

V.W.C. File No: 162-62-45

(D/Accident: 03/09/93)

CLAIMANT'S MEMORANDUM OF LAW
IN OPPOSITION TO EMPLOYER'S
APPLICATION FOR HEARING

COMES NOW the Claimant, BRENDA L. EGGLESTON, by counsel, pursuant to the Rules of the Virginia Workers' Compensation Commission and leave granted by the Deputy Commissioner at the hearing on this claim on July 27, 1999, and for her Memorandum of Law In Opposition To The Employer's Application For Hearing filed herein, states as follows:

I. PROCEDURAL HISTORY AND STATEMENT OF FACTS

This matter came before the Commission at an evidentiary hearing on July 27, 1999 in Martinsville, Virginia on the Employer's Application For Hearing filed on or about February 17, 1999. The Claimant received an award for bilateral carpal tunnel syndrome, an occupational disease, pursuant to the January 9, 1991 Opinion of Deputy Commissioner Costa in V.W.C. File No. 143-94-79. The Claimant also received an award for benefits arising from a right shoulder injury of November 28, 1990 in V.W.C. File No. 149-63-96. The Claimant's entitlement to benefits for this injury is premised upon the agreement of the parties. Finally, the Claimant was referred to

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have sustained a compensable occupational disease of bilateral Gamekeeper's thumb in V.W.C. File No. 162-62-45. This led to an award for temporary partial disability benefits beginning June 13, 1993 and continuing through at least November 30, 1993.

On December 8, 1993, the Claimant filed a change in condition application seeking an additional period of temporary total disability benefits on all three claims. She alleged she was temporarily totally disabled from December 1, 1993 and continuing thereafter. The Employer disputed a claim and the matter proceeded to an evidentiary hearing before Deputy Commissioner Gorman. The Employer defended the Application on the ground that the Claimant was not totally disabled; that she had not marketed her residual work capacity; and that the assessment of attorney's fees was not warranted. (Opinion of Deputy Commissioner Gorman, 08/25/94, at 1).

On August 25, 1994, Deputy Commissioner Gorman issued an Opinion awarding additional relief to the Claimant. Deputy Commissioner found the Claimant was disabled and continued to have physical limitations as a result of her bilateral gamekeeper's thumb; her bilateral carpal tunnel syndrome; and her right shoulder problems. (Opinion of Deputy Commissioner Gorman, 08/25/94, at 3). The Deputy Commissioner awarded temporary total disability benefits in the weekly amount of \$371.71 from December 1, 1993 and continuing. The temporary total disability rate presumably was based upon the Claimant's highest average weekly wage of the three claims, V.W.C. File No. 162-62-45, which was for bilateral Gamekeeper's thumb.

The Employer did not request review of the Deputy Commissioner's August 25, 1994 Opinion. The award became final and was not appealed. The Employer continued to pay benefits in accordance with the

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Commission's award until February 17, 1999, after filing the instant application for hearing on or about February 3, 1999. Thus, benefits were paid without protest following the Commission's award for approximately 272.14 weeks or 5.23 years.

On or about February 3, 1999, the Employer filed the instant application for hearing. The Application form merely referred to an attached Memorandum as to the nature of the relief requested. The supporting Memorandum sought specified relief, including: (1) downward adjustment of the average weekly wage and temporary total disability rate effective the date of filing, based upon supporting documentation; (2) credit against the remaining weeks of available compensation for payments made under the combined award; and (3) a credit against future compensation for time worked by the Claimant in light duty employment between September 19, 1990 and December 4, 1993.

The Employer filed a pre-hearing trial memorandum which was mailed to the Claimant's counsel on July 12, 1999, approximately two weeks prior to the scheduled hearing. In its Trial Memorandum, the Employer asserted alternative theories of relief not previously identified in its February 1999 application for hearing. In the Trial Memorandum, the Employer sought different relief from that previously requested. This included a specific request for a credit against future compensation for an alleged overpayment of temporary total disability benefits from October 22, 1997 through February 17, 1999, the date through which the Employer had reduced Claimant's temporary total disability compensation. At the hearing, Claimant's counsel objected to the claim for additional relief. The Deputy Commissioner advised he would take this matter under advisement and would afford the Claimant the opportunity to note exception to consideration of this issue.

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II. ARGUMENT AND AUTHORITY

The Employer is not entitled to the relief requested. It has paid benefits to the Claimant pursuant to the Commission's August 25, 1994 award for some 5.23 years (272.14 weeks) without contest. The Commission's August 25, 1994 award became final and was not appealed. The Employer had ample opportunity to challenge the findings of the Commission's August 25, 1994 award and it did not do so. The request for relief for issues which were litigated, or which clearly could have been litigated, prior to or even after the Commission issued its prior award is not timely. Accordingly, the Employer's Application should be rejected in its entirety.

A. The Commission Should Not Allow The Employer To Seek A Credit For Alleged Overpayment Of Compensation From October 22, 1997 Through February 17, 1999.

In its Trial Memorandum of July 12, 1999, the Employer for the first time asserted entitlement to a credit for an alleged overpayment of compensation from October 22, 1997 through February 17, 1999. The earlier of these is the date the Claimant's treating physician allegedly opined she was no longer suffering from Gamekeeper's thumb. The latter is the date through which the Employer paid compensation pursuant to the Commission's August 25, 1994 award. Because this issue was not raised in a timely fashion, it should be rejected from consideration at this time. Moreover, the Employer is not entitled to the relief requested in any event and it should be rejected on substantive grounds.

1. The Employer Did Not Request Amendment Of Its Application And To Consider An Additional Issue Not Formally Raised Would Deny Claimant Due Process Of Law

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The Employer's Application For Hearing, filed on or about February 3, 1999, established the scope of the issues to be considered by the Commission. The Employer did not raise the issue of a credit for retroactive overpayment of compensation from October 22, 1997 through February 17, 1999 until it mailed its Trial Memorandum to Claimant's counsel on July 12, 1999. This was approximately two weeks prior to the date of the Commission's scheduled hearing. The Claimant asserted at the hearing that this request for relief was not timely and should not be considered by the Commission.

The Employer did not, through any filing with the Commission, formally request amendment of the Application For Hearing. The Employer did not formally advise the Claimant or her counsel that it would seek to amend the pending application for hearing or to have the additional issue raised in its Trial Memorandum heard before the Commission at the hearing on July 27, 1999. The Commission never notified the Claimant or her counsel that the additional issue identified in the Employer's Trial Memorandum would be considered at the July 27, 1999 hearing. Claimant should have been afforded the opportunity to develop evidence to rebut the Employer's additional request for relief. The very short period of approximately two weeks was simply insufficient to allow the Claimant the opportunity to consider the additional issue identified. It was simply insufficient to allow the Claimant to develop evidence to rebut the Employer's allegation. Accordingly, this ground for relief should be rejected.

The procedures adopted by the Commission must afford the parties minimal due process safeguards. Duncan v. ABF Freight Systems, 20 Va. App. 418, 457 S.E.2d 424 (1995); Sergio's Pizza v. Vincini, 1 Va. App. 370, 339 S.E.2d 204 (1986). An elementary and fundamental requirement

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of due process, in any proceeding that is to be accorded finality, is notice reasonably calculated under all the circumstances to apprise interested parties of the action and afford them an opportunity to present their objections. Eames v. Williamsburg Soap & Candle Co., 76 O.W.C. 7 (1997). Due process requires that an individual be granted an opportunity for a hearing appropriate to the nature of his case before he is deprived of any significant property interest. Id.

An employer's application defines the scope of the issues to be heard. For instance, where an employer's application merely alleged the employee was able to return to work, the issue of causal connection between the injury and her condition cannot be considered. Celanese Fibers Company v. Johnson, 229 Va. 117, 326 S.E.2d 687 (1985). An employer is limited to the relief stated in the application. Washington Metropolitan Area Transit Authority v. Pender, 14 Va. App. 100, 415 S.E.2d 239 (1992) (rejecting request for modification of award where only request was for credit).

In the present case, the only notice the Claimant received regarding the Employer's additional request for relief was the Trial Memorandum sent two weeks prior to the hearing. Even if the Commission were inclined to consider this issue, the Claimant was not afforded reasonable notice or an opportunity to develop her evidence and theory of the case with regard to the additional issue raised. Even more troubling is the fact that the Commission never formally provided the Claimant with notice that this additional issue would be considered. Without such notice, the Claimant could not presume that the Commission would consider additional issues which were not formally the subject of a request to amend the pending application. The Employer's February 3, 1999 Application defined the scope of the

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issues to be heard. Johnson, supra. Because this did not request a credit for overpayment of compensation from October 22, 1997, that request for relief should not be considered.

2. The Employer Is Not Entitled To A Credit For Prior Overpayment Of Compensation From October 22, 1997 Through February 17, 1999.

Even if the Commission were to consider the Employer's untimely request for relief, it should be rejected for substantive reasons. In its July 12, 1999 Trial Memorandum, the Employer asserts entitlement to a credit for compensation it allegedly overpaid from October 22, 1997 through February 17, 1999. The Employer is not entitled to the relief requested.

Va. Code §65.2-708 establishes the scope of relief available by way of a change in condition application. In addressing a change in condition application, this statute provides in part, "[no such review shall affect such award as regards any moneys paid except pursuant to §§65.2-712, 65.2-1105, and 65.2-1205." Va. Code §65.2-708(A). This section is the only statutory authority for a review on the ground of change in condition. If the insurer or employer elect to make such application they must do so under this section of the act. Bristol Door Co. v. Hinkle, 157 Va. 474, 161 S.E.2d 902 (1932)

None of the other provisions of the Workers' Compensation Act referred to in §65.2-708 afford the Employer the relief it requests. Va. Code §65.2-712 provides relief to an employer based upon (1) incarceration; (2) return to employment; (3) increase in earnings; or (4) change in marital status or status as a full time student. It allows a credit for overpayment of compensation based upon fraud, misrepresentation, or failure to notify of a change in the identified

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Claimant status. Va. Code §65.2-712. Va. Code §65.2-1105 deals only with payments made to an Employer or Carrier through fraud, misrepresentation, or improper processing. Va. Code §65.2-1105. Va. Code §65.2-1205 addresses a Claimant's duty to give notice of a change in his earnings.

None of the three cited sections are implicated in the present request for a credit for retroactive payment of compensation. Thus, the Employer is bound by the limitations of Va. Code §65.2-708. The Commission may not enter an opinion modifying the prior award "as regards any moneys paid," because the Claimant has not violated any of the exceptions to Va. Code §65.2-708.

Section 65.2-708 provides that proceedings under it shall not affect the original award as regards moneys paid. Accordingly, the Commission may not enter a retroactive award. The compensation rate may be changed only as to the remainder of the compensable period, making no allowance for that already paid. Gray v. Underwood Bros., 164 Va. 344, Errata 679, 180 S.E.317, 182 S.E. 547 (1935), appealed, 167 Va. 182, 188 S.E. 151 (1936); Bristol Door & Lumber Co. v. Hinkle, 157 Va. 474, 161 S.E.2d 902.

Apart from Va. Code §65.2-708, there is no other statutory basis for the Commission to award a credit for compensation paid pursuant to an outstanding and final award. In light of this, the Employer's request for a credit for overpayment of compensation from October 22, 1997 through February 17, 1999 must be rejected.

B. The Employer Is Not Entitled To Modification Of The Commission's Prior Award Or Downward Adjustment Of The Temporary Total Disability Rate.

The Employer also seeks modification of the Commission's outstanding award. The Employer seeks to adjust downward the

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Claimant's temporary total disability rate. The Employer asserts, without citing authority, that it should be entitled to adjust the Claimant's temporary total disability rate to one of the compensation rates for one of the Claimant's other compensable conditions. This argument is without merit, and is not supported by the provisions of the Workers' Compensation Act or statutory authority. Accordingly, the Employer's request for relief should be rejected.

Without citing any factual basis, the Employer asserts the Commission concluded the Claimant's temporary total disability rate following the August 25, 1994 Opinion in these claims was based upon the Claimant's compensable condition of Gamekeeper's thumb. Because the Employer alleged the Claimant is no longer disabled as a result of that condition, it seeks modification of the outstanding award. Because the relief requested is not supported by the medical evidence or the Commission's awards, the request for relief should be rejected.

1. The Claimant's Causally Related Disability For Gamekeeper's Thumb Continues And The Employer Has Not Met Its Burden Of Proof That Claimant Is Not Disabled.

The Employer alleges the Claimant no longer suffers from bilateral Gamekeeper's thumb. The Employer relies upon the addendum to the October 22, 1997 report of Enrique A. Silberblatt, M.D. Therein, Dr. Silberblatt indicated, "[t]here is some question as to whether Ms. Eggleston has or ever had a gamekeeper's thumb. She never gave a history to me suggestive of subluxation of the MP joint of either thumb and at present both joints are stable and non-painful." The Employer relies only upon two other medical reports. The December 10, 1997 report of Murray Joiner, M.D., does not comment in detail upon Claimant's thumb condition. Dr. Joiner rather comments on the

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Claimant's prior treatment for the condition. He notes the Claimant experienced decreased pain which was "intermittent." He did not opine that Claimant's condition had resolved and he made no statement regarding causally related disability.

The June 24, 1999 report of Enrique Silberblatt, M.D. does not establish that Claimant is not suffering from Gamekeeper's thumb. Rather, Dr. Silberblatt recorded that Ms. Eggleston "gets aches in the thumb," which Dr. Silberblatt attributed to a "continuation," of Claimant's DeQuervain tenosynovitis. Dr. Silberblatt candidly commented that he was not in an optimal position to assess Ms. Eggleston's ongoing symptomology or make recommendations for treatment. He referred her back to Dr. Hormel, who had treated her in the past, for further treatment and possible referral to a hand specialist. Dr. Silberblatt did not opine that Claimant's condition had resolved and he made no definitive statement regarding causally related disability.

Taken as a whole, the record reveals that after the fact¹, Dr. Silberblatt had queried whether the Claimant ever carried a diagnosis of bilateral gamekeeper's thumb. This retroactive opinion is not sufficient for the Employer to meet its burden of proof.

On a change in condition application, the Employer has the burden of proving a change in condition. A change in a medical expert's opinion is insufficient to meet this burden of proof. J. A. Jones Constr. Co. v. Martin, 198 Va. 370, 94 S.E.2d 202 (1956); Boxley v. Onorato, 218 Va. 931, 243 S.E.2d 201 (1978).

On an application to modify an award based upon change in condition, it cannot be shown that the fact were really different from

¹That is, after the Commission's August 25, 1994 Opinion.

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what was found as of the date of the original award. Allen v. Mottley Constr. Co., 160 Va. 875, 170 S.E.412 (1933). A retroactive award in derogation of the spirit and intent of section 65.2-708. See Bristol Door & Lumber Co. v. Hinkle, 157 Va. 474, 161 S.E.2d 902.

At best, the evidence presented by the Employer suggests that Dr. Silberblatt questions whether the Claimant ever had Gamekeeper's thumb. The Employer cannot, by way of a change in condition application, allege that because the Claimant never had Gamekeeper's thumb, she is not presently disabled as a result of that condition. To permit the Employer the relief requested on the medical evidence in the record would be to enter a retroactive award and to undo the prior award of the Commission. This would be in direct contravention of the long established precedent of Virginia courts. The Employer's allegations are "tantamount to a collateral attack upon the award entered upon the former record," Allen v. Mottley Constr. Co., 160 Va. 875, 170 S.E. 412, which is impermissible.

Because the Commission previously found the Claimant suffered from bilateral Gamekeeper's thumb, it would be error to modify the award based upon a medical opinion questioning whether the Claimant "has or ever had," that condition. Because the Employer cannot retroactively challenge the basis for the Commission's prior award, and because it has failed to establish that Claimant is not disabled as a result of her compensable bilateral Gamekeeper's thumb, the Employer's Application For hearing should be rejected.

2. The Employer Cannot Seek Modification
Of The Temporary Total Disability Rate
Because The Commission's August 25,
1994 Award Is Final.

The Employer asserts the Deputy Commissioner, in his August 25, 1994 Opinion, adopted the temporary total disability rate for

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Claimant's condition of Gamekeeper's thumb. This is speculation and cannot be presumed from the record. While the Deputy Commissioner found the Claimant was disabled as a result of each of her three compensable conditions, he made no specific finding as to the basis for awarding temporary total disability benefits at the rate claimed. The Employer did not request review of the Deputy Commissioner's findings pursuant to the Workers' Compensation Act.

An award of the Commission, if not reviewed in due time, shall be conclusive and binding as to all questions of fact. The Claimant's temporary total disability rate was a finding of fact which was determined with finality as a result of the Commission's August 25, 1994 Opinion. The Opinion found the Claimant was disabled as a result of each of the compensable conditions and awarded benefits for temporary total disability compensation at the specified rate. The Employer cannot now be heard to complain that the temporary total disability rate awarded by the Commission was incorrect. No request for review was filed and the Commission's award became final with regard to the average weekly wage determination. Va. Code §65.2-705 and 706.

In alleging the Claimant is no longer disabled as a result of Gamekeeper's thumb, the Employer merely has presented evidence that Claimant may have never suffered from that condition at all. That issue was decided with finality by the Commission and cannot be relitigated. Absent fraud, misrepresentation, or mistake, the decisions of the Commission or its Deputy Commissioners from which no party seeks timely review are binding upon the Commission. Brushy Ridge Coal Co. v. Blevins, 6 Va. App. 73, 367 S.E.2d 299, 334 (1988); K & L Trucking Co., Inc. v. Thurber, 1 Va. App. 213, 219, 334 S.E.2d 299, 302 (1985).

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With regard to the Claimant's three compensable conditions, the Commission awarded temporary total disability benefits at a specified rate in its August 25, 1994 Opinion. The Commission may not relitigate the basis for that award or pro-actively amend the average weekly wage. The Employer's speculation that the award and the compensation rate must have been based upon the compensable Gamekeeper's thumb condition are mere speculation and are not borne out by the Commission's award. Accordingly, the relief requested is barred by the doctrines of collateral estoppel and res judicata. The Employer's request for relief should be denied. See Brushy Ridge Coal Co. v. Blevins, 6 Va. App. 73, 367 S.E.2d 204; McGowan v. Safeway Stores, Inc., V.W.C. File No. 164-31-86 (March 17, 1999) (barring defense of causal relationship on res judicata grounds because Employer could have litigated the issue previously).

3. The Employer Waived Its Right To Challenge The Temporary Total Disability Rate Set Forth In The Commission's August 25, 1994 Opinion.

As set forth in section B(2), supra, the Commission's August 25, 1994 award became final. The Employer did not challenge the basis for calculating the temporary total disability rate calculated by the Commission. Because the Employer did not request review, it should be deemed to have waived objection to the temporary total disability rate awarded.

Failure of a party to assign an error in a request for review may be deemed a waiver. Rule 3.1, Rules of the Virginia Workers' Compensation Commission. Laine v. Heritage Elec. Corp., V.W.C. File No. 182-10-85 (February 19, 1999).

The doctrines of waiver and estoppel apply to workers' compensation claims. White v. Coleman Adams Construction, V.W.C. File No. 182-10-85 (February 19, 1999).

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No. 105-34-92 (June 15, 1998). In White, the Commission held that where an employer could have litigated issues in an earlier decision on a claim, it was barred from subsequently raising the issue again. The Commission noted that waiver was a valid consideration and rejected the employer's defenses.

Where a party enters a stipulation agreeing to the payment of compensation, he should not be heard to complain later. So, too, where a party litigates a claim and fails to note an appeal, it should not be permitted to later challenge the original finding. This particularly is true where he is represented by counsel. See Moon Engineering v. Nash, No. 1244-56-1 (Ct. of App. October 26, 1987) (where parties stipulated in memorandum of agreement that compensation should be paid, employer could not contend on appeal that stipulation was erroneous or that it should be permitted to show fraud, mutual mistake of fact, or imposition, where issues not timely raised).

In the present case, the Employer could have challenged the temporary total disability rate calculation following the prior hearing. It could have asked the Commission to set forth with particularity the reason it adopted the higher temporary total disability rate. For 5.23 years, the Employer failed to challenge the Commission's award of benefits. It should not be permitted to do so now, as it has waived any defense to the Claimant's temporary total disability rate.

4. The Relief Requested Is Barred By The
Doctrines of Estoppel and Imposition.

The Employer requests relief from the Commission's award and downward adjustment of the temporary total disability rate. Because the Employer has failed to challenge this issue for 5.23 years, the

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requested relief is barred by the doctrines of estoppel and imposition. Following the Commission's award, the Employer made payment of benefits which was uninterrupted for over five years. At the hearing, the claims examiner testified that she sought to file an application after she first became responsible for these claims. She reviewed the file and determined that alleged "overpayments," had been made. The carrier's inattention to review of the file for over five years gave rise to reliance on the part of the Claimant. She testified that she knew of no error in the Commission's award, and that she relied on the Employer's payments to meet her financial obligations.

From the evidence presented, the Commission should hold the Employer is estopped from modifying the temporary total disability rate. Virginia courts have long recognized the doctrine of equitable estoppel and detrimental reliance. In Emrich v. Emrich, 9 Va. App. 288, 293-4, 387 S.E.2d 274, 276-7 (1989), the Court of Appeals held:

The general rule of equitable estoppel, or, as it is frequently called, estoppel in pais, is that when one person, by his statements, conduct, action, behavior, concealment, or even silence, has induced another, who has a right to rely upon those statements, etc., and who does rely on them in good faith, to believe in the existence of the state of facts with which they are compatible, and act upon that belief, the former will not be allowed to assert, as against the later [sic], the existence of a different state of facts from that indicated by his statements or conduct, if the latter has so far changed position that he would be injured thereby.

Id (citations omitted).

In the present case the Claimant relied in good faith upon the validity and finality of the Commission's award. She relied upon the unchanging stream of benefits for over five years as evidence that the Commission's underlying award was valid and final. The Employer should not be now permitted to undo what was finally done long ago.

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Moreover, the Commission has the authority to grant or deny relief based on the concept of justice in the totality of the circumstances. See Avon Products v. Ross, 14 Va. App. 1, 415 S.E.2d 225 (1992). In the present case, the parties both have proceeded for a great length of time, that is over five years, on the assumption that the Claimant's entitlement to benefits for her combined compensable injuries are based on the Commission's August 25, 1994 finding with regard to the temporary total disability rate. Even if that decision were somehow construed to have been interpreted to be in error, the Commission should not allow it to be changed at this late date. In the totality of the circumstances, the Claimant and the Employer have complied with the Commission's order for over five years. The Employer's belated "review" of the file and its subsequent filing represent only a desperate attempt to limit its liability and create financial hardship for the Claimant. The Commission should apply the doctrine of imposition to preclude an unjust result.

5. The Relief Requested Is Barred By The Doctrine of Laches.

The Employer alleges the Claimant is no longer disabled because of her condition of Gamekeeper's thumb. As set forth above, this merely represents an attempt to relitigate issues decided with finality by the Commission. Nonetheless, even if the Claimant were no longer disabled because of Gamekeeper's thumb, she still is entitled to temporary total disability as a result of her other two compensable conditions. In its August 25, 1994 Opinion, the Commission specified the temporary total disability rate based upon the three compensable conditions without segregating them. As such, the Claimant has a valid award for temporary total disability

compensation for three conditions at a specified benefit rate. The Employer cannot allege that by cessation of one of those three conditions that it should be permitted to challenge the Commission's temporary total disability rate.

The temporary total disability rate for Claimant's conditions was determined in the August 25, 1994 Opinion. The Employer failed to challenge that for over 5.23 years. Their belated but creative effort to challenge that finding at this late date is barred by Laches.

The Commission has held that Laches applies to workers' compensation claims. Monroe v. Tarmac America, V.W.C. File No. 180-60-84 (December 8, 1998); Beard v. Virginia Roofing Corp., 65 O.I.C. 35 (1986); Armstrong v. Londontown Corp., 71 O.W.C. 265 (1992); Jahnke v. Montclair Country Club, V.W.C. File No. 151-23-92 (March 30, 1995).

For Laches to apply, there must be such neglect or omission regarding the prosecution of a claim that a presumption arises that the claim has been abandoned and party declines to assert its rights. Monroe v. Tarmac America, V.W.C. File No. 180-60-84. In the present case, the facts are sufficient for the Commission to apply the doctrine of Laches. The Employer paid benefits pursuant to the outstanding award, which was based on all of Claimant's compensable conditions, for 5.23 years. Payments were made without interruption. The Employer never challenged the Commission's award of benefits or determination of the temporary total disability compensation rate. The Employer cannot be heard at this late date to complain that the temporary total disability rate applicable to these claims should be lower than that established by the Commission in 1994. Accordingly, the Employer's Application for Hearing should be rejected.

C. The Employer Is Not Entitled To A Credit
Against Future Compensation For Time Worked
By The Claimant Between September 19, 1990
and December 4, 1993.

In its February 15, 1999 Application For Hearing, the Employer alleges it should be entitled to a credit for time worked by the Claimant in selective employment provided by the Employer. Applicable dates of selective employment fall between September 19, 1990 and December 4, 1993. All of these dates preceded the Commission's evidentiary hearing which lead to the August 25, 1994 Opinion. The Employer has not challenged the issue of overpayment for time worked by the Claimant for over five (5) years. Because this issue was not timely raised, the relief requested should not be granted now.

1. The Employer Is Not Entitled To A Credit
Against Compensation For Time Worked By
The Claimant From 1990 Through 1993.

The Employer alleges entitlement to credit against future compensation for selective employment performed by the Claimant from 1990 through 1993. Va. Code §65.2-708 governs the scope of an employer's application for hearing. It provides in relevant part that no review of a prior award of the Commission shall be granted as regards monies paid subject to certain exceptions. Va. Code §65.2-708 (A). One of these exceptions is Va. Code §65.2-712. That statute provides in relevant part:

So long as an employee... receives payment of compensation under this title, any such person shall have a duty immediately to disclose to the employer, when the employer is self-insured, or insurer in all other cases, any incarceration, return to employment, increase in earnings...

Va. Code §65.2-712 (irrelevant portions omitted).

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Section 65.2-712 further provides that any payments made by an employer or insurer determined by the Commission to have been procured by the employee by fraud, misrepresentation, or failure to report any increase in earnings may be recovered by way of credit against future compensation payments due to claimant or by action at law against the claimant. Va. Code §65.2-712. Under the facts of the present case, the Claimant did not violate Va. Code §65.2-712 and thus, no right of recoupment arose.

In prior cases, the Commission in reviewing courts have held insurers and employers responsible for unilateral mistakes and overpayments. See Lewis v. Ribco Products, Inc., 65 O.I.C. 292 (1986). In Washington Metropolitan Area Transit Authority v. Rogers, 17 Va. App. 657, 440 S.E. 2d 142 (1994), the Court of Appeals held a self-insured employer was not entitled to recoup overpayments when its employee returned to work with its knowledge. Because the employee had complied with Va. Code §65.2-712's notice requirements, the overpayment could not be recouped. This case is similar on its facts. Here, Ms. Eggleston returned to selective employment provided by her self-insured employer, DuPont. As such, she did not procure payment of compensation benefits by failing to comply with her statutory duty to provide notice of her return to work.

In Rogers, the Court of Appeals affirmed the Commission's assertion that, "The employer cannot be heard to complain of its own non-feasance," in failing to notify a servicing agent of a claimant's return to work. So too, in this case, the Claimant returned to work with the self-insured employer. It was the employer or the insurer's non-feasance which lead to any overpayment of benefits. The Claimant should not be required to suffer a financial hardship in terms of a

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credit for time which was not properly recorded or processed by the employer or insurer.

In Rogers, the employee returned to work for his employer. He did not give notice to the employer's servicing agent of his return to employment. The employer argued that the Commission erred in denying a request for credit on the grounds that the employee's return to work for the same employer satisfied the statutory disclosure requirement of Va. Code §65.2-712. The Court held that in order for a self-insured employer to receive a credit from payments made to the employee after a return to employment, the Commission must determine that the employee failed to "disclose" or "report" his return to work for the employer. The Court noted that §65.2-712 contained no additional requirements for a situation in which a self-insured employer contracted with a third party to handle its workers' compensation claims. Because the employee met the notice requirements by returning to work with his employer, the Court of Appeals affirmed the Commission's denial of a credit. Rogers is on all fours with the present case. Because Ms. Eggleston did not fail to disclose or report a return to selective employment to her employer, the employer cannot be heard to complain of this now. Accordingly, the Employer's request for relief should be denied.

2. Any Request For Credit Is Barred By
The Doctrines Of Res Judicata And
Collateral Estoppel.

The Employer alleges it should be entitled to a credit against time worked by the Claimant from 1990 to 1993. These periods of time all preceded the Commission's evidentiary hearing and its final opinion of August 25, 1994. The issues of Claimant's return to

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employment could have and should have been addressed or raised by the Employer in defense of the Claimant's application in 1994. Because these issues could have been raised and heard by the Commission, they are time-barred by the doctrines of collateral estoppel and res judicata.

When the Claimant brought her claim for additional periods of temporary total disability, the Employer was free to assert any defense, including the defense it should be entitled to a credit for compensation paid during Claimant's light duty employment. The Employer did not do so, and the Commission's August 25, 1994 decision is now final. To allow the Employer to come forward with an assertion of this defense at this time would allow the piecemeal litigation of claims. Because the Employer and Insurer did not timely raise the issue of a credit when they could have, the relief requested should be barred. See White v. Coleman Adams Construction, Inc., V.W.C. File No. 105-34-92. See also American Mutual v. Hamilton, 145 Va. 391, 135 S.E. 2d 21 (1926); Cibula v. Allied Fibers and Plastics, 14 Va. App. 319, 416 S.E. 2d 708 (1992).

3. The Employer Waived Its Right To Claim The Credit Based On Time Worked By The Claimant From 1990 Through 1993 By Failing To Raise Or Appeal That Issue Following The August 25, 1994 Opinion.

The Employer did not challenge or raise the issue of a credit at the Commission's prior hearing. Following the August 25, 1994 Opinion, the Employer did not assign error or otherwise request a credit. Failure of a party to assign an error in a request for review may be deemed a waiver. Likewise, Laine v. Heritage Electric Corp., V.W.C. File No. 182-10-85. The doctrines of waiver and estoppel apply to workers' compensation claims. White v. Coleman Adams Construction,

V.W.C. File No. 105-34-92. The Employer could have challenged the issue of Claimant's selective employment as early as 1993. They proceeded to an evidentiary hearing on the Claimant's subsequent claim for benefits and did not raise that issue. For 5.23 years, the Employer failed to challenge or raise the issue of a credit. It should not be permitted to do so now. The Employer has waived any defense to the Claimant's continuing entitlement to compensation and a credit for overpayment.

4. The Employer Is Not Entitled To A Credit For Time Worked And The Relief Requested Is Barred By The Doctrines of Estoppel and Imposition.

The Employer seeks the Commission's relief in awarding a credit against future compensation for time worked by the Claimant. The Employer paid wages to the Claimant apparently during the time she performed selective employment. They also paid wage benefits pursuant to the Workers' Compensation Act. The uninterrupted payment of benefits continued for over five (5) years. The Insurer's claims examiner testified at the hearing that she first sought to file an application for hearing after she reviewed the file and ascertained an alleged "overpayment" had occurred. The Employer's inattention to review of the file for over five (5) years gave rise to reliance on the part of the Claimant. The Claimant testified that she accepted the Employer's payments of wage benefits in good faith and that she required these to meet her financial obligations.

From the evidence presented, the Commission should hold the Employer is estopped from seeking a credit. The doctrine of equitable estoppel and detrimental reliance give rise to a bar of benefits. Emrich v. Emerich, 9 Va. App. 288, 293-4, 387 S.2d 274, 276-7.

The Claimant relied in good faith on the payment of wage benefits made by the Employer. Over five (5) years had passed before a request for a credit was made. This request simply came too late. The Employer's payment of benefits to the Claimant without interruption induced reasonable reliance on her part. She should not be compelled to suffer financial hardship at this time based on the ancient unilateral mistake of the Employer.

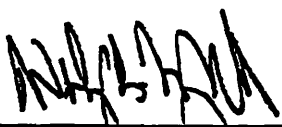
5. The Employer Is Not Entitled To A Credit Because The Relief Requested Is Barred By The Doctrine Of Laches.

Even if the Commission were to determine that the Employer's request for a credit was not barred by *res judicata*, collateral estoppel, equitable estoppel, or waiver, the relief requested still is barred by the doctrine of Laches. Laches applies to workers' compensation claims in Virginia. Monroe v. Tarmac America, V.W.C. File No. 180-60-84. Here, the Employer paid benefits without interruption and without protest for over five (5) years. The request for a credit for time worked by the Claimant in 1990 through 1993, many years ago, simply comes too late. The Commission cannot afford an indefinite time period for an Employer to seek relief from an award of the Commission. Because the request for a credit comes too late, the Employer's application should be rejected.

III. CONCLUSION

For the foregoing reasons, the Claimant, Brenda Eggleston, by counsel, respectfully requests that the Employer's February 17, 1999 Application For Hearing be rejected in its entirety, that she be awarded her costs herein, and that the Commission afford such other relief as is reasonable in the circumstances.

BRENDA EGGLESTON, Claimant
By Counsel


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Counsel for Claimant

CERTIFICATE

I hereby certify that a true and accurate copy of the foregoing Claimant's Memorandum Of Law In Opposition To Employer's Application For Hearing was mailed, certified mail, return receipt requested, to: P. RANDOLPH ROACH, JR., DEPUTY COMMISSIONER, Virginia Workers' Compensation Commission, 1000 DMV Drive, Richmond, Virginia 23220 and mailed, postage prepaid, to: KIMBERLY R. HILLMAN, ESQUIRE, counsel for the Employer and Insurer, at her address: McGuire, Woods, Battle & Boothe, LLP, 901 East Cary Street, Richmond, Virginia 23219-4030, this the 11th day of August, 1999.


Wesley G. Marshall

White v. Coleman Adams Construction, Inc. 98 WC UNP 1053492

VIRGINIA: IN THE WORKERS' COMPENSATION COMMISSION

DAVID F. WHITE, Claimant

v.

COLEMAN ADAMS CONSTRUCTION, INC., Employer
GLOBE INDEMNITY COMPANY, Insurer

VWC File No. 105-34-92
Decided: June 15, 1998

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For the Defendants.

Opinion by the FULL COMMISSION

REVIEW on the record by Commissioner Diamond, Commissioner Tarr, and Commissioner Dudley at Richmond, Virginia.

The claimant and employer request review of the Deputy Commissioner's December 19, 1997, decision. The claimant contends the Deputy Commissioner erred in denying some of the costs of medical care and related travel expenses of treatment provided by Dr. White, and erred in denying the costs of treatment by Dr. Eschenroeder. The employer contends the Deputy Commissioner erred in awarding any cost of treatment provided by Dr. White. Both parties have requested oral argument in this case, but in view of the extensive record in this case we find oral argument unnecessary. We AFFIRM.

On May 27, 1982, the claimant fell thirty feet injuring his right wrist, a finger on his left hand, and sustaining severe crush injuries to both feet. In this proceeding, the claimant claims that the employer is responsible for the payment of medical expenses for treatment by Dr. James White to his neck and back, and payment for medical treatment to his elbow by Dr. Eschenroeder. In a prior decision, the Full Commission upheld a Deputy Commissioner's determination that claimant's shoulder surgery by Dr. Eschenroeder was not the responsibility of the carrier. Following the shoulder surgery, Dr. Eschenroeder treated the claimant for lateral epicondylitis in December 1996 and January 1997. A review of the medical evidence from Dr. Eschenroeder does not reveal any assessment that this elbow problem was caused by the accident or that it stemmed from any problem caused by the accident. We agree with the Deputy Commissioner that the evidence does not prove the necessary causal nexus between the recent elbow condition and the compensable accident.

On the issue of claimant's back and neck pain, the Deputy Commissioner held that the limitations provisions of § 65.2-601 do not bar the claim. In a previous Commission decision, dated October 31, 1994, the claimant sought reimbursement for certain treatment by Dr. White related to treatment for his

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neck and back complaints. This relief was granted in part, there being no defense asserted by the defendants on the issue of causation, nor was a notice defense or statute of limitations defense raised. In the proceeding below, the Deputy Commissioner found that this prior decision was *res judicata* on issues that were not raised, but that could have been raised in the earlier proceeding. We agree. When claimant initially brought a claim for reimbursement for expenses of treatment of his neck and back complaints, the employer was free to assert any defense, including a denial of causation and the statute of limitations and notice defenses. It did not do so, and the earlier decision is now final. To allow the employer to come forward with an assertion of these defenses in this proceeding would allow the piecemeal litigation of claims. The doctrines of waiver and estoppel apply even to the assertion of the jurisdictional defense of the statute of limitations. *American Mutual v. Hamilton*, 145 Va. 391, 135 S.E. 21 (1926); *Cibula v. Allied Fibers & Plastics*, 14 Va. App. 319, 416 S.E.2d 708 (1992). Because this is not a question of subject matter jurisdiction but rather jurisdiction of a claim, by not raising this defense in a timely manner in the earlier proceeding, the employer is now estopped by the judgment and has waived its right to raise the defense in this proceeding.

For these reasons, the Opinion below is AFFIRMED.

APPEAL

This Opinion shall be final unless appealed to the Virginia Court of Appeals within thirty days.

cc:

David F. White
304 Phelps Road
Madison Heights, Virginia 24572

Globe Indemnity Company
Workers' Compensation Claims
Post Office Box 305055
Nashville, Tennessee 37230

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367 S.E.2d 204
In the Court of Appeals of Virginia
Argued at Salem, Virginia

BRUSHY RIDGE COAL COMPANY, INC., et al.

v.

DANNY L. BLEVINS

Record No. 0201-87

Decided: April 5, 1988

SUMMARY

Insurer appealed the decision of the Industrial Commission. The insurer argued that the commission could not review a matter as to which no exception was taken from the ruling of the deputy commissioner and that the commission erred in ruling that Code § 65.1-100.3 did not apply to accidents occurring before its effective date.

The Court of Appeals affirmed, holding that the commission has the power to hear a petition for review without a specification of each determination of fact or law and to determine all of the issues involved in the case. The Court also held that Code § 65.1-100.3 is substantive in nature and should not be applied to accidents which occurred prior to its effective date.

Affirmed.

HEADNOTES

(1) Workers' Compensation - Industrial Commission Review Standard. - If an application for review is made to the commission within twenty days from the date of the deputy commissioner's award, the full commission shall review the evidence or hear the parties at issue and shall make an award; Rule 2(A) of the Industrial Commission sets forth procedural requirements and provides that the request for review must be in writing, must be filed with the clerk, and should specify each determination of fact or law to which exception is taken. [Page 74]

(2) Workers' Compensation - Industrial Commission Review - Standard. - Rule 2(A) of the commission suggests that a party requesting review should specify each determination of fact or law it desires the commission to review; this requirement is not jurisdictional in nature, mandating that the commission disregard other errors that may be made by the deputy commissioner.

(3) Workers' Compensation - Industrial Commission Review - Standard. - Under Rule 2(A), the commission has the discretion to hear a petition for review without a specification of each determination of fact or law made by the deputy commissioner.

(4) Courts - Retroactivity - Standard. - Retrospective laws are not favored, and a statute is always to be construed as operating prospectively, unless a contrary intent is manifest; the legislature may, in its discretion, pass retrospective and curative laws provided they do not partake of the nature of what are technically *ex post facto* laws, and do not impair the obligation of contracts or disturb vested rights.

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(5) Courts - Retroactivity - Standard. - Although contractual rights may not be obstructed or vested property interests damaged, procedural matters and remedies for enforcement and preservation may be altered, amended or repealed so long as a reasonable remedy is afforded to enforce and preserve such rights; substantive rights as well as vested rights are interests protected from retroactive application of statutes.

(6) Workers' Compensation - Industrial Commission Review - Standard. - The decisions of the commission or its deputy commissioners from which no party seeks timely review are binding on the commission; the relationship of the commission to an award is that of a court to a judgment during the term at which it is rendered.

COUNSEL

Michael F. Blair (Penn, Stuart, Eskridge & Jones, on brief), for appellants.

Jeffrey Sturgill (Sturgill & Stump, on brief), for appellee. [Page 75]

OPINION

COLE, J. - The carrier, Rockwood Insurance Company, appeals a decision of the Industrial Commission holding that Code § 65.1-100.3 is substantive in nature with no retroactive application and refusing to allow the carrier credit for compensation payments made to the claimant, Danny L. Blevins, from July 1, 1985, the effective date of Code § 65.1-100.3, to October 3, 1986. On appeal the carrier raises two issues: (1) whether the full commission on review can consider an issue that was neither raised at the hearing before the deputy commissioner nor reviewed before the commission; and (2) whether Code § 65.1-100.3 requires employees who received compensation payments for accidents occurring prior to July 1, 1985, its effective date, to disclose to the employer and insurer any return to employment or increase in earnings. We find that the first issue was properly considered by the full commission and that its determination that Code § 65.1-100.3 does not apply to accidents occurring prior to its effective date was correct; therefore, we affirm.

I.

Blevins, at the time of his injury on March 8, 1985, was a stockholder, president, and mine superintendent for the employer, Brushy Ridge Underground Coal Company, Inc. He sustained a fractured skull from an accident at work, and the carrier accepted his claim as compensable. A memorandum of agreement was executed, and on May 22, 1985, the Industrial Commission entered an award of temporary total disability benefits at the maximum rate, commencing March 16, 1985. Compensation was paid through October 3, 1986, when the carrier filed its application for hearing.

During the entire period that he was receiving workers' compensation benefits, Blevins continued to receive his regular salary, from which deductions for social security and state and federal taxes were withheld. He began to perform various odd jobs around his employer's office in February, 1986, and returned to work on a part-time basis around November 1, 1986. Blevins declined to furnish the carrier with documentation regarding his income, asserting that such payments were not the carrier's concern, and that during his incapacity, he was entitled to both his salary and disability benefits. Consequently, the carrier was forced to obtain [Page 76] this income information pursuant to a subpoena for the records.

The carrier filed an application for hearing on October 1, 1986, seeking to terminate compensation payments and to receive a credit for compensation paid based on Code § 65.1-100.3. The carrier alleged that Blevins returned to work at his regular employment on January 1, 1986, and sought credit for all payments made thereafter as a result of his failure to report this income. Blevins defended upon the ground that the payments he received were not earned wages or salary because he had not recommenced any work activity until November 1, 1986. A hearing was held before the deputy

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commissioner on December 12, 1986. The deputy commissioner ruled that Blevins was no longer entitled to compensation and granted the carrier a credit for all compensation paid to Blevins based on Code § 65.1-100.3, effective July 1, 1985, which provides:

So long as an employee receives payment of compensation under this act, such employee shall have a duty to immediately disclose to the employer and insurer any return to employment or increase in his earnings. Any payment to a claimant by an employer or insurer which is later determined by the Industrial Commission to have been procured by the employee by fraud, misrepresentation or failure to report any return to employment or increase in earnings may be recovered from the claimant by the employer or insurer either by way of credit taken to future compensation due the claimant, or by action at law against the claimant.

Upon review, the commission affirmed the deputy commissioner's decision that Blevins was no longer entitled to compensation. However, the commission reversed the deputy commissioner's granting of a credit for compensation paid, ruling that Code § 65.1-100.3 applies only to accidents occurring on and after July 1, 1985, the effective date, because it is substantive in nature and therefore cannot be retroactively applied to a compensation award based on an accident occurring prior to that date. [Page 77]

II.

The carrier argues that Blevins did not challenge the applicability of Code § 65.1-100.3 at the hearing before the deputy commissioner, and his request for review did not specify it as a determination of fact or law to which exception was taken pursuant to Rule 2(A) of the Rules of the Industrial Commission. /1 Therefore, it claims that the issue was not properly raised and the commission should not have considered it.

The carrier's application sought credit for payments it made as a result of the claimant's failure to report his income. It requested the Industrial Commission to apply Code § 65.1-100.3 and grant to it the remedy provided thereunder. Under the application, the deputy commissioner was required to determine whether the statute was applicable to the facts of the case; to do this he had to make a legal determination whether to apply the statute retroactively or prospectively. Until this assessment was made, the deputy commissioner could not decide whether the carrier was entitled to a credit. We find that the issue was properly raised in the carrier's application and properly addressed by the deputy commissioner, who applied Code § 65.1-100.3 retroactively to the March 8, 1985, accident in which the claimant was injured.

The carrier also maintains that Rule 2(A) requires that a request for review of the decision of a deputy commissioner "specify each determination of fact or law to which exception is taken." Since Blevins did not challenge the deputy commissioner's finding that Code § 65.1-100.3 applies to this case, the carrier argues, the commission should not have considered the issue.

(1-2) If an application for review is made to the commission within twenty days from the date of the deputy commissioner's award, "the full Commission . . . shall review the evidence or . . . hear the parties at issue . . . and shall make an award . . ." Code § 65.1-97. Rule 2(A) of the Rules of the Industrial [Page 78] Commission sets forth procedural requirements concerning an application for review. It provides that the request for review "must be in writing," and "must be filed with the Clerk of the Commission" (emphasis added). The word "must," like the word "shall," is primarily mandatory. Rule 2(A) goes on to provide that "[a] request for review *should* specify each determination of fact or law to which exception is taken" (emphasis added). The word "should" ordinarily denotes duty or obligation and usually implies no more than expediency. It is not mandatory, but directory only. Rule 2(A) suggests that a party requesting a review should in good practice specify each determination of fact or law it desires the commission to determine. We do not consider this requirement as jurisdictional in nature, mandating that the commission disregard other errors that may be made by the deputy commissioner. /2

(3) We hold that under Rule 2(A) the commission had the discretion to hear the petition for review

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without a specification of each determination of fact or law, and to determine all of the issues involved in the case. Under the circumstances, for us to grant the prayer of the carrier and dismiss this appeal, or to refer it back to the commission for further consideration, would be tantamount to the substitution of our discretion for that of the commission. We decline to do so. Accordingly, we find that the issue of the application of Code § 65.1-100.3 to Blevins' claim was properly before the commission.

III.

We now turn to the carrier's substantive argument that the commission erred in reversing the deputy commissioner's decision to apply Code § 65.1-100.3 retroactively and grant credit for payments made to Blevins.

(4) In *Duffy v. Hartsock*, 187 Va. 406, 419, 46 S.E.2d 570, 576 (1948), the Virginia Supreme Court stated the general rule as [Page 79] follows:

Retrospective laws are not favored, and a statute is always to be construed as operating prospectively, unless a contrary intent is manifest; but the legislature may, in its discretion, pass retrospective and curative laws provided they do not partake of the nature of what are technically called *ex post facto* laws, and do not impair the obligation of contracts, or disturb vested rights; and provided, further, they are of such nature as the legislature might have passed in the first instance to act prospectively.

(citations omitted) (emphasis in original). The general principle that statutes should be given a prospective rather than a retrospective construction has been given statutory approval in Code § 1-16. See *Ferguson v. Ferguson*, 169 Va. 77, 85-86, 192 S.E. 774, 776 (1937).

(5) Although contractual rights may not be obstructed or vested property interests damaged, procedural matters and remedies for enforcement and preservation may be altered, amended or repealed so long as a reasonable remedy is afforded to enforce and preserve such rights. *Duffy*, 187 Va. at 416, 46 S.E.2d at 574. "Substantive rights" as well as "vested rights" are interests protected from retroactive application of statutes. *Shifflet v. Eller*, 228 Va. 115, 120, 319 S.E.2d 750, 753 (1984); see also *Blue Diamond Coal Co. v. Pannell*, 203 Va. 49, 54, 122 S.E.2d 666, 670 (1961). "Substantive rights, which are not necessarily synonymous with vested rights, are included within that part of the law dealing with creation of duties, rights, and obligations, as opposed to procedural or remedial law, which prescribes methods of obtaining redress or enforcement of rights." *Shifflet*, 228 Va. at 120, 319 S.E.2d at 754 (citations omitted).

Applying these principles, we conclude that Code § 65.1-100.3 is substantive in nature and should not be retroactively applied to accidents which occurred prior to its effective date. Code § 65.1-100.3 imposes a singular duty upon the employee: he shall have an obligation to immediately disclose to the employer and the insurer any return to employment or increase in his earnings. The statute grants a substantive right to the employer or insurer which did not exist previously: any payment to such employee which is later determined by the commission to have been procured by the employee [Page 80] by fraud, misrepresentation or failure to report any return to employment or increase in earnings may be recovered from the employee by the employer or insurer by way of credit taken against future compensation payments due the claimant, or by action at law against the claimant.

The commission cannot review a prior award in order to revise or modify it in regard to monies paid. Code § 65.1-99; *Bristol Door & Lumber Co. v. Hinkle*, 157 Va. 474, 477, 161 S.E. 901, 903 (1932). Further, since the effective date of Code § 65.1-100.3, the commission has held that, by reading Code § 65.1-99 and Code § 65.1-100.3 together, it is clear that Code § 65.1-100.3 "created a new substantive right in the employer which could not be asserted before in the Industrial Commission." *McManis v. Intercoastal Steel Corp.*, 65 O.I.C. 290, 291-92 (1986).

(6) Blevins had an award from the commission for compensation. Absent fraud, misrepresentation or mistake, "the decisions of the Commission or its deputy commissioners from which no party seeks timely

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review are binding upon the Commission." *K & L Trucking Co., Inc. v. Thurber*, 1 Va. App. 213, 219, 337 S.E.2d 299, 302 (1985) (citations omitted). "[T]he relationship of the Commission to an award is that of a court to a judgment during the term at which it is rendered." *Id.* We, therefore, conclude that the award created a vested right which could not be divested by retroactive application of Code § 65.1-100.3. See *Sargent Elec. Co. v. Woodall*, 228 Va. 419, 323 S.E.2d 102 (1984).

Furthermore, the statute gave to the employer and carrier a substantive right which they never had before - the right to recover from the claimant either by way of credit taken against future compensation payments due the claimant or by an action at law. We hold that this statute created a substantive right and under general principles discussed previously, cannot operate retroactively, unless the statute by express language or necessary implication indicates that the legislature intended a retroactive application. We cannot find such an intention in the language of Code § 65.1-100.3. Therefore, Code § 65.1-100.3 is not to be applied retroactively and has no application to accidents that occurred prior to July 1, 1985. [Page 81]

For the reasons stated, we affirm the decision of the commission.

Affirmed.

Koontz, C.J., and Barrow, J., concurred.

FOOTNOTES

/1 Rule 2(A) provides, in pertinent part:

Within twenty (20) days from the date of the decision or award by a ... Deputy Commissioner ..., a party may file a request for review by the Full Commission of such decision or award. A request for review must be in writing and must be filed with the Clerk of the Commission. A request for review should specify each determination of fact or law to which exception is taken.

/2 In this case, it appears from the record that counsel for the carrier attempted to argue before the full commission that Rule 2(A) was a procedural bar to the full commission's review and that the deputy commissioner properly applied Code § 65.1-100.3 in this case, but was prohibited from so doing.

Under Code § 65.1-18, the commission is authorized to make rules for carrying out the provisions of the Workers' Compensation Act. Because the Industrial Commission promulgates these rules and has the obligation and right to enforce them, we would prefer that it have the first opportunity to construe its own rules.

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170 S.E. 412
In the Supreme Court of Virginia

Wytheville
SAM ALLEN

v.

MOTTLEY CONSTRUCTION COMPANY

Decided: June 27, 1933

Present, Campbell, C.J., and Holt, Epes, Hudgins, Gregory and Browning, JJ.

1. WORKMEN'S COMPENSATION ACT - *Change in Condition - Amendment of 1932 to § 47 of the Workmen's Compensation Act (Acts 1932, Ch. 89) - When Amendment Went into Effect.* -The amendment of 1932 to section 1887(47) of the workmen's compensation act, providing that no review of an award should be made after twelve months from the last payment of compensation pursuant to an award under the act, was enacted by the General Assembly at the session of 1932 (Acts 1932, ch. 89). The General Assembly adjourned officially *sine die* on March 22, 1932. Therefore, in conformity to section 53 of the Constitution of 1902, the act, as amended, became law ninety days after the day of adjournment of the session of the General Assembly, which occurred on June 21, 1932. On that date the amended section as re-enacted became law.

2. STATUTES - *Postponing the Operation of Statutes - Reason for Postponing.* -Section 53 of the Constitution of 1902 provides that no law, with certain exceptions, shall take effect until at least ninety days after the adjournment of the session of the General Assembly at which it is enacted. The reason for postponing the operation of statutes, as is done by this section, was that the people might be informed of their contents before they became effective. The reason for making exceptions to the rule was manifest necessity.

3. WORKMEN'S COMPENSATION ACT - *Change in Condition - Section 1887(47) of the Code of 1930.* -Section 1887(47) of the Code of 1930, as amended (Acts 1932, ch. 89) allowing a review of an award because of change in condition, applies to an actual change in the physical condition of the employee.

4. WORKMEN'S COMPENSATION ACT - *Change in Condition - Section 1887(47), as Amended by Acts of 1932, Chapter 89.* -Where [Page 876] an employee seeks compensation for a recurrence of an injury, the changes occurring in his condition since the former hearing, on which was based the award, is all that may be shown, and it is error to show any condition existing previous to the first award.

5. WORKMEN'S COMPENSATION ACT - *Change in Condition - Section 1887(47), as Amended by Acts of 1932, Chapter 89.* -Upon the hearing of an application to modify an award by reason of change in condition since the former hearing, all the evidence previously introduced before the Industrial Commission without being reintroduced.

6. WORKMEN'S COMPENSATION ACT - *Change in Condition - Section 1887(47), as Amended by Acts of 1932, Chapter 89.* -Upon an application to modify an award on account of change in condition, it cannot be shown that the facts were really different from what they were found to be

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at the time of making the original award.

7. **STATUTES - Retrospective Laws - Retrospective Laws Are Not Favored - Power of Legislature to Pass.** -Retrospective laws are not favored, and a statute is always to be construed as operating prospectively, unless a contrary intent is manifest; but the legislature may, in its discretion, pass retrospective or curative laws, provided they do not partake of the nature of what are technically called *ex post facto* laws, and do not impair the obligation of contracts, or disturb vested rights; and, provided, further, they are of such nature as the legislature might have passed in the first instance to act prospectively.

8. **STATUTES - Retrospective Laws - Statutes Affecting a Remedy.** -It has uniformly been held by the Supreme Court of Appeals that statutes affecting a remedy are retroactive. This class of cases differs materially from those which involve a combination of right and remedy, or right alone. There is no vested right involved in a remedy, whereas a right may be involved in the latter class. To these the State and Federal Constitutions offer protection. The citations of authorities against construing statutes retrospectively, where they disturb vested rights, do not apply to remedial statutes; by all authorities remedial statutes are an exception to the rule.

9. **STATUTES - Retroactive Construction - Statutes of Limitation.** -It is within the power of the legislature to shorten the period of limitation on an existing contract, leaving always a reasonable time within which to invoke a remedy for its breach, or [Page 377] to prolong the period of limitation where the right to plead it has not accrued.

10. **WORKMEN'S COMPENSATION ACT - Change in Condition - Amendment of 1932 to § 47 of the Workmen's Compensation Act (Acts 1932, Ch. 89) - Retroactive Construction.** -Section 1887(47), as amended by Acts of 1932, chapter 89, provides that no review of an award on account of change in condition shall be made after twelve months from the date of the last payment of compensation pursuant to the award. The language of the act permits of no ambiguity in the fact that the context shows that it was intended to apply retroactively and prospectively as to all claims arising under section 1887(47) of the Code of 1930. It includes both past and future awards.

On certification of question of law by the Industrial Commission.

The opinion states the case.

R. Dixon Powers, for the plaintiff in error.

Sinnott & May and Davis Ratcliffe, for the defendant in error.

HUDGINS, J., delivered the opinion of the court.

Sam Allen was injured on August 26, 1931. On November 6, 1931, the Industrial Commission made an award approving an agreement between the employee and employer whereby the employee should be paid \$6.05 per week during disability. Final payment was made and accepted on November 10, 1931, and the employee returned to work. On February 21, 1933, the employee filed an application to review the award on the ground that he had suffered a change in condition.

Section 47 of the workmen's compensation act (Laws 1918, ch. 400), with amendment adopted by the 1932 session of the General Assembly (Laws 1932, ch. 89) in italics, reads: [Page 878]

"Upon its own motion before judicial determination or upon the application of any party in interest on the ground of a change in condition, the Industrial Commission may review any award and on such review may make an award ending, diminishing or increasing the compensation previously awarded, subject to the maximum or minimum provided in this act, and shall immediately send to the parties a copy of the

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award. No such review shall affect such award as regards any monies paid but no such review shall be made after twelve months from the date of the last payment of compensation pursuant to an award under this act."

Under the provision of subsection 61 (section 1887), the Industrial Commission has certified to this court for determination the following question of law:

"There are two views on the construction of the present section. The employer takes the position that the section as amended is retroactive and now bars the re-opening of the claim of Sam Allen. The employee contends that the provisions of section 47 in effect at the time of his accident places no limitation on the reopening of his claim.

"The question we wish for you to determine is whether section 47 of the workmen's compensation act as amended is retroactive?"

Chairman W. H. Nickels of the Industrial Commission, in the case of *C. C. Rowles v. Lynchburg Tobacco Warehouse Co., Inc., etc.*, 15 O.I.C. 66, has rendered an opinion which so completely disposes of the contention of the complainant in this case that we adopt the following extracts therefrom:

[1] "The original section containing the wording to the italics covered the language of the act as it was enacted on March 21, 1918; the amendment thereto, as contained in the language italicized, was approved on March 3, 1932. The General Assembly for the session of 1932 adjourned officially *sine die* on March 22, 1932. In conformity to section 53 of the Constitution of Virginia, the act, as amended, became law ninety days after the day of adjournment of the session of the General Assembly, which occurred on June 21, [Page 879] 1932. On that date the amended section as re-enacted became law.

[2] "The reason for postponing the operation of statutes, as is done by this section, was that the people might be informed of their contents before they became effective. The reason for making exceptions to the rule was manifest necessity. ' *City of Roanoke v. Elliott, et al.*, 123 Va. 393, 96 S.E. 819.

"For the first time * * * a limitation has been enacted to safeguard a change in condition from the many changes transpiring and their resultant indefiniteness between the date of the last payment of compensation and the date of filing of application for a hearing. The reasons for this enactment are the same as advanced in the cases of *Bristol Door and Lumber Co. v. Hinkle*, 157 Va. 474, 161 S.E. 902; and *Wise Coal and Coke Co. v. Roberts*, 157 Va. 782, 161 S.E. 911, wherein compensation was denied during the time interlapsing between the two dates.

"The period of twelve months embodied in section 47 is the same as that provided in section 25, as a limitation upon the original claim. The one starts on the date of the last payment of compensation, the other on the date of the accident. The provisions of section 47 apply to an actual change in physical condition, presupposing a compensable injury has been sustained for which payments have been made on an award based upon a formal hearing or memorandum of agreement between the parties. The provisions of section 25 apply to the original claim for compensation for injuries by accident arising out of and in the course of the employment.

[3] " * * Section 47 applies to an actual change in physical condition.

"It is essential that some consideration be given to the meaning of a change in condition in order to determine, with some degree of clearness, the status of the facts to which the amended language is intended to be applied:

[4] "First. Where an employee seeks compensation for [Page 880] a recurrence of an injury, the changes occurring in his condition since the former hearing, on which was based the award, is all that may be shown, and it is error to show any condition existing previous to the first award. *H. Schneider*, 1450; *Casparis Stone Co. v. Indus. Bd.* [278 Ill. 77] 115 N.E. 822, 15 N.C.C.A. 390-400; *B. F. Marton v. Bristol*

Coal Corp., 12 O.I.C. 100; *Dan. Wilcox v. Virginia-Lee Co.*, 12 O.I.C. 127.

[5] "Second. Upon the hearing of an application to modify, all the evidence previously introduced is before the board without being reintroduced. *Indianapolis, etc., Co. v. Morgan* [75 Ind. App. 672] 129 N.E. 644.

[6] "Third. An application to modify on account of a change in condition cannot avail to show that the facts were really different from what they were found to be at the time of making the original award. *Pedlow v. Swartz, etc., Co.*, 68 Ind. App. 400, 120 N.E. 603; *Indianapolis, etc., Co. v. Morgan* [75 Ind. App. 672] 129 N.E. 644; *Home, etc., Co. v. Cahill*, 71 Ind. App. 245, 123 N.E. 415; *In re Whitman* [78 Ind. App. 506] 136 N.E. 38; *Miller v. Riverside and Dan River Cotton Mills, Inc.*, 13 O.I.C. 18.

"The thought adduced from the foregoing excludes differences of opinion on the same set of facts; refutation of a record on a previous hearing wherein the parties at issue were duly represented; pyramiding of a record by reintroducing that which the former record shows. The limitation of the issue to the confines of the principles above outlined is in the interest of promoting justice between the parties; otherwise, the purpose of the section would be abused by using its provisions to cover an oversight or failure to present a claim for the injury from which the change in condition emanates, thereby substituting an application for a change in condition for an original application. The reopening of a case on a change in condition to permit the expression of a difference of opinion on the former record is subject to the criticism just stated. In addition, it is tantamount to a collateral attack upon the [Page 881] award entered upon the former record; it has the further objection of being an indirect approach to an evasion of the provisions of section 60 of the act relating to reviews: there would be no end to the indefiniteness involved in fixing the rights of the parties. In fact, no award would be stable without the safeguards enumerated.

"In a general way, the foregoing analysis presents the principles involved as a background for the application of the amendment to section 47 in supplying, for the first time, a limitation of twelve months to a change in condition conforming to the foregoing essentials and dating from the day of the last payment on the award outstanding at the time such payment is made.

"It is asserted, as a legal proposition, that the amended language, 'but no such review shall be made after twelve months from the date of the last payment of compensation pursuant to an award under this act,' if applied retroactively, is violative of the provisions of section 58 of the Constitution relating to the impairment of the obligation of a contract; that the amendment should be applied prospectively. The defense contends that the amendment is of general application and is retroactive in its operation as it affects the remedy only; that such construction of the language used does not violate section 58 of the Constitution.

"In the case of *Whitlock v. Hawkins*, 105 Va. 242 [53 S.E. 401], it was held:

[7] "Retrospective laws are not favored, and a statute is always to be construed as operating prospectively, unless a contrary intent is manifest; but the legislature may, in its discretion, pass retrospective or curative laws, provided they do not partake of the nature of what are technically called *ex post facto* laws, and do not impair the obligation of contracts, or disturb vested rights; and, provided, further, they are of such nature as the legislature might have passed in the first instance to act prospectively."

"The foregoing is accepted as a comprehensive statement of the law relating to retroactive statutes in general. [Page 882]

"The qualifications to the general principle deserve further consideration, viz.:

"The presumption of law is opposed to giving them a retroactive effect unless a contrary intent is manifest. In the instant case the language used is of general application. There appears no date from which it shall operate save by the principles of law applicable to all statutes. The manifest purpose of the

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constitutional provision, placing the effective date of a statute ninety days from the day of adjournment of the session of the General Assembly, is to allow litigants a fair opportunity to acquaint themselves with the provisions of the statute enacted at a given session in order to institute and prosecute the appropriate proceeding for the preservation of their rights in accordance therewith.

"The major weight of authority holds that statutes of limitation are placed upon a different level from other statutes, assuming, of course, that all are subject to the constitutional provision, viz., section 53 of the act, in the absence of an emergency clause, which is not involved in the instant case. 17 R.C.L. 683; *Mulvey v. City of Boston* [197 Mass. 178], 83 N.E. 402 [14 Ann. Cas. 349]; *State ex rel. Anderson v. General Accident, Fire and Life Assurance Corporation* [134 Minn. 21], 158 N.W. 715 [L.R.A. 1916F, 957, Ann. Cas. 1918B, 615].

"The Supreme Judicial Court of Massachusetts, in the case of *Cunningham v. The Commonwealth* [278 Mass. 343], 180 N.E. 147, said:

"It is established that a statute of limitations, because it relates to the remedy only, will apply to a cause of action existing at the time it is passed if sufficient time has been allowed between the passage of the act and the time for the new limitation to take effect to give opportunity to persons having such causes to bring their suits or actions. ***

"In discussing the question whether the statute would be unconstitutional as applicable to previously existing [Page 883] causes of action, because in some such cases two years may have elapsed before the approval of the new act and the plaintiff's only opportunity to bring his action under the earlier statute would be the thirty-day period between the approval of the act and the time when it went into effect, the court held that the act was unobjectionable as applicable to previous causes of action on constitutional grounds because the thirty-day period allowed a reasonable time within which an action might be brought under the statute. For remedial reasons the plaintiffs in this case had reasonable opportunity in which to enforce any rights existing at the time of approval of the statute by filing their petitions within the time elapsing between the approval of the statute and the time it took effect."

"The same court decided that a reduction in a statute of limitations from six years in tort actions to two years is retroactive, even though the right of action will already have accrued. *Mulvey v. City of Boston* [197 Mass. 178], 83 N.E. 402 [14 Ann. Cas. 349]. Also, to amplify more fully the ruling of the court, parts of the head note are cited, as follows, viz.:

"A statute of limitations, since it affects only the remedy may be made to apply to causes of action which have already accrued; and the time which limitation has to run may be reduced, providing a reasonable time is given after the change to allow an action to be begun. ***

"A change in the statute of limitations from six years to two, and allowing thirty days in which to bring an action which accrued more than two years before, is not unconstitutional, as depriving a person of property without due process of law."

"In the case of *Lamb v. Powder River Live Stock Co.* [C.C.A.] 132 Fed. 434 [67 L.R.A. 558], Circuit Judge Van Devanter, now a member of the United States Supreme Court, held in the course of construing a Colorado statute, in this language, to-wit:

"It shall be lawful for any person sued in this State on [Page 884] judgment rendered in another more than six years before the commencement of the action in this State to plead the same in bar provided that if said judgment rendered without this State be based upon a cause of action which had accrued more than six years prior to commencement of the action and the said judgment had been rendered within this State more than three months prior to bringing of such action thereon in this State, it shall be lawful for any person to plead the same in bar thereof."

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"It was held that the act was retroactive, as shown from his opinion, viz.:

"The rule that statutes must be given a prospective, rather than a retrospective, operation, is well recognized, but, like other rules of interpretation, it is resorted to to give effect to the presumed and reasonably probable intention of the legislature, when the terms of the statute do not of themselves make the intention certain or clear and cannot be limited to change or defeat the intention when it is made obvious or manifest by the terms of the statute.

"Not infrequently, in adopting new statutes of limitations, special provision is expressly made for enforcing existing rights of action, but a provision of this character was not needed in this instance. Under the Constitution, the act of 1895, which contained no emergency clause, would not take effect for ninety days after its passage, a period which is practically the equivalent of the shortest limitation prescribed in the act. According to the decisions of many courts, a statute of limitations, the operation of which is postponed to an appointed time in the future, is effectual from the date of its enactment and a public notice of its provisions and prospective operation and, if it be not otherwise provided, operates to fix or designate the time which will elapse between its passage and its taking effect as the period within which to begin proceedings for the enforcement of such existing rights of action as will fall within the bar when it takes effect.

"We think the shortened limitation was intended to apply [Page 885] to actions upon the existing judgments and that if that limitation is valid the plaintiff's right of action was barred ninety days after it took effect, or, three months after it took effect, depending upon when he was put to his remedy by the act.

...

"Each limitation must be separately judged in the light of the circumstances surrounding the class of cases to which it applies, and, if the time is reasonable in respect to the class, it will not be adjudged unreasonable merely because it is deemed to operate harshly in some particular or exceptional case. ' 17 R.C.L. 679.

"The precise question here presented for determination has been adjudicated by the Appellate Court of Indiana, Division No. 1, in the case of *In re Hogan* [75 Ind. App. 53] 129 N.E. 633, on certification of the question by the industrial board of that State.

"Section 45 of the Indiana act, which has a purport of equivalent value to section 47 of our act, provides, *inter alia*, the following:

"The board shall not make any such modification upon its own motion nor shall any application therefor be filed by either party after the expiration of one year from the termination of the compensation period fixed in the original award, made either by an agreement or upon hearing. '

"The court, in giving this part of the section a retroactive effect, said:

"It is a statute of limitations. Such statutes are considered necessary to the welfare of society. They are enacted on the presumption that one having a well-founded claim will not delay enforcing it. They neither create nor destroy rights, but pertain to the remedy solely. '

"The Pennsylvania act carries a provision of similar import to that of section 47 of the Virginia act. The Appellate Court of that State, in giving the act a retroactive effect, in the case of *Marchuk v. Pittsburgh Terminal Coal Corp.* [106 Pa. Super.Ct. 249], 161 Atl. 771, said: [Page 886]

"The legislature enacted that the provision now under consideration should be enforced upon the approval of the amendment. The amendment relates to procedure and applies to pending cases and is not confined to accidents which occur after its passage and approval. The contrary contention, made in-

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behalf of the claimant is fully disposed of in the case of *DeJoseph v. The Standard Steel Co.*, 99 Pa. Super.Ct. 497, and *Johnson v. Jeddo Highland Coal Co.*, 99 Pa. Super.Ct. 94.'

"It must be emphasized that a change in condition is quite different from the right to recover for the injury itself. In some States limitations of different periods for the two differ. As an illustration, the Indiana act places a limitation of two years on the injury resulting from the accident, and one year on a reopening of the case on a change in physical condition. In the analysis of cases this distinction is extremely important. As previously pointed out, the purpose is well defined and often misapplied. It is essential to determine whether a case presents a claim for injuries by accident or a change in actual physical condition subsequent to the original award. It is impossible to have a change in condition without a prior award. A change in condition is based upon an award in a compensable case. Its object is purely remedial, as it enlarges or diminishes the former award to meet the circumstances of a particular case.

" * * The General Assembly of Virginia passed an act on March 22, 1873, Code of 1873, chapter 57, section 36, page 544, in this language, viz.:

"No corporation shall hereafter interpose the defense of usury in any action; nor shall any bond, note, debt or contract of such corporation be set aside, impaired or adjudged invalid by reason of anything contained in the laws prohibiting usury."

"In the case of *Town of Danville v. Pace*, 25 Gratt [66 Va.] 1, 18 Am. Rep. 663, the town insisted that it had the right to plead usury as to contracts entered into before the [Page 887] passage of the foregoing act, asserting it applied only to causes of action arising on contracts made after its adoption relying upon the principle of law that statutes are to be construed as prospective in their operation unless their language plainly shows the intention of the legislature that they shall have a retroactive effect. The court in answering this position, in its opinion, says:

"It will be observed that the words used are very comprehensive. "No corporation shall hereafter interpose the defense of usury in any action." The words "any action" necessarily include suits instituted before as well as after the passage of the act. There is nothing in the context to give them a more limited operation. The defense is prohibited in all cases. In order to adopt the construction insisted on by the defendant, other words must be incorporated into the body of the act, so as to make it read: "No corporation shall hereafter interpose the defense of usury in any action upon a contract hereafter made."

"The statute was held to apply to existing and as well to future obligations, and was construed as retroactive in operation upon cases pending before the passage of the act. The suit had already been brought upon such a contract before the passage of the act. It was further held that the act was not in violation of the Constitution of the United States or that of Virginia in that no vested right was divested by the construction placed upon the statute by the court.

[8] "In further reference to statutes affecting a remedy, it has been uniformly held by our Supreme Court of Appeals that they are retroactive. This class of cases differs materially from those which involve a combination of right and remedy, or right alone. There is no vested right involved in a remedy, whereas a right may be involved in the latter class. To these the State and Federal Constitutions offer protection. Judge Burks, in the case of *Price's Ex'r, et al. v. Harrison's Ex'r, et al.*, 31 Gratt. [72 Va.] 114, 121, concurred in the ruling of Judge Staples in the foregoing case of *Town of Danville v. Pace*, 25 Gratt. [66 Va.] [Page 888] 1 [18 Am. Rep. 663], in making the distinction between those statutes involving right, combination of right and remedy, and remedy alone. He says: 'Several cases have been decided by this court, to which it was held that this statutory provision did not apply; but, on examination, they will be found to be cases involving questions of remedy merely.' In support of the expression quoted is cited *McGruder v. Lyons*, 7 Gratt. [48 Va.] 233, 234; *Yarborough and Wife v. Deshazo*, 7 Gratt. [48 Va.] 374; *Crawford v. Halsted and Putnam*, 20 Gratt. [61 Va.] 211, 225, 226; *Town of Danville v. Pace*, 25 Gratt. [66 Va.] 1 [18 Am. Rep. 663].

"The citations of authorities against construing statutes retrospectively, where they disturb vested rights

do not apply to remedial statutes; by all authorities remedial statutes are an exception to the rule.' *McGruder v. Lyons*, 7 Gratt. [48 Va.] 233; *Perry v. Commonwealth*, 3 Gratt. [44 Va.] 632; *Town of Danville v. Pace*, 25 Gratt. [66 Va.] 1 [18 Am. Rep. 663]; *Lackland v. Davenport*, 84 Va. 640 [5 S.E. 540]; *Crabtree v. Building Association*, 95 Va. 677 [29 S.E. 741, 64 Am. St. Rep. 818].

"The case of *Crawford v. Halsted and Putnam*, 20 Gratt. [61 Va.] 211, is authority for the proposition: 'Inchoate rights derived under a statute are lost by a repeal of the statute before they are perfected unless they are saved by express words in the repealing statute.'

"The case of *Smith v. Northern Neck Mutual Fire Asso. of Virginia*, 112 Va. 192 [70 S.E. 482, 38 L.R.A.(N.S.) 1016], holds the following, viz.:

"The act of Assembly declaring that "no provision in any policy of insurance limiting the time within which a suit or action may be brought to less than one year after loss shall be valid" applies not only to policies thereafter issued, but also to policies in force when the act was passed and upon which a right of action had not accrued. * * *

[9] "It is within the power of the legislature to shorten the period of limitation on an existing contract, leaving [Page 889] always a reasonable time within which to invoke a remedy for its breach, or to prolong the period of limitation where the right to plead it has not accrued. The power of the legislature to change the limitation is the same whether the limitation be imposed by statute, or by stipulation of parties. The object and effect are the same, and the one as well as the other operates only on the remedy. While a contract is presumed to be made with reference to existing laws, those laws may be altered, amended or repealed without affecting the binding force of the contract, so long as a sufficient remedy is left for its enforcement. Legislation of this nature does not impair the obligation of contracts.'

"The time limit fixed in amended section 47 of the act was made uniform in extent with that appearing in section 25. There is no rule of reason warranting a longer limitation for changes in physical condition than for injury by accident under section 25. The confusion arising in some jurisdictions, by reason of a variance in the two limitations, is not present in this case in view of the language of our act in the two sections.

[10] "The language of the act permits of no ambiguity in the fact that the context shows it was intended to apply retroactively and prospectively as to all claims arising under section 47."

It provides "no such review * * * shall be made after twelve months from the date of the last payment of compensation pursuant to *an award* under this act" (Italics ours.) The legislature has placed a limitation in which the petition for review must be filed. The words "an award" are all-inclusive. If the interpretation of the statute claimed by the employee in this case should be placed upon the act, then it would be necessary for us to supply words not found in the statute; that is, such construction would make the act read "no such review * * * shall be made after twelve months from the date of the last payment of compensation to *any award hereafter made*." Such is not the language of the act. As adopted, it includes two classes of awards - [Page 890] those theretofore made, and those thereafter to be made. There is nothing in the phraseology that confines its operations to either past or future awards, but both are included. For interpretation of similar language see *Litton's Case*, 101 Va. 833, 44 S.E. 923; *Wilkes v. Wilkes*, 115 Va. 886, 80 S.E. 745; *Walker v. Temple*, 130 Va. 567, 107 S.E. 720; *Fidelity Co. v. Gill*, 116 Va. 86, 81 S.E. 39; *Southern Railway Co. v. Simmons*, 105 Va. 651, 55 S.E. 459.

The legislature intended to place a limit within which a change of physical condition must be asserted in order to eliminate the indefiniteness and uncertainty involved in this class of cases.

In *Wise Coal Co. v. Roberts*, *supra*, in discussing the section prior to the 1932 amendment, we said:

"While admitting that the statute fixes no limitation for filing such an application, the court is asked to hold as a matter of law that seven years is an unreasonable time; in other words, the court is asked to do what

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the legislature has not seen fit to do, i.e., fix a time limit in which an application based on a change in condition must be filed."

Since that opinion was rendered the legislature has fixed a time limit in which an application based on a change in condition must be filed. In so doing it used language which is all inclusive.

Our answer to the legal question involved is: That the legislature meant what it said that "no such review shall be made after twelve months from the date of the last payment of compensation pursuant to an award under this act," and that it includes both past and future awards.

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161 S.E. 902
In the Supreme Court of Virginia

Richmond
BRISTOL DOOR AND LUMBER CO. (Employer) AND
AETNA LIFE INSURANCE CO. (Insurance Carrier)

v.

J. W. HINKLE (Claimant)

Decided: January 14, 1932

Present, Campbell, C.J., and Holt, Epes, Hudgins and Browning, JJ.

1. WORKMEN'S COMPENSATION ACT - *Review on Ground of Change of Condition - Section 1887(47) of the Code of 1930.* -Section 1887(47) of the Code of 1930 is the only statutory authority for a review of an award of the Industrial Commission on the ground of change in condition. If the insurer or employer elect to make such application they must do so under this section of the act. The claimant derives the same right from the same source. It is difficult to perceive why the same rule should not apply alike to both applicants.

2. WORKMEN'S COMPENSATION ACT - *Review on Ground of Change of Condition - Section 1887(47) of the Code of 1930 - Date of Compensation of Award for Change in Condition - Case at Bar.* -The instant case was an appeal from an award upon an application by a claimant made under section 1887(47) of the Code of 1930, which provides for a review of an award on the ground of a change in condition. Claimant received on January 7, 1926, a compensable injury, and on February 18, 1926, entered into an agreement with his employer providing for the payment of \$12.00 per week during disability, and pursuant to this agreement was paid to February 13, 1926. This agreement was filed with the Industrial Commission by which it was ratified. The final settlement receipt of the claimant stated that he was able to return to work on February 13, 1926, and that the sum received was the final payment of compensation to him under the workmen's compensation act for all injuries received by him on the 7th of January, 1926. Claimant returned to work and continued to do so until the 26th day of November, 1930. Claimant was injured by a timber falling on his leg, and the Commission found that he had suffered a sixty-eight per cent loss of the use of his leg, and directed an award in his favor for \$12.00 per week for 119 weeks, beginning on February 13, 1926, payable in a lump sum; thus the Commission made its award retroactive.

Held: That the retroactive award was in derogation of the spirit and intent of section 1887(47) of the Code of 1930. Therefore, the Supreme [Page 475] Court of Appeals reversed the award in so far as it dated back to the 13th of February, 1926, and held that it should begin as of the date of the application of the claimant, March 9, 1931.

3. WORKMEN'S COMPENSATION ACT - *Review on Ground of Change of Condition - Section 1887(47) of the Code of 1930 - Date of Compensation of Award for Change in Condition - Case at Bar.* -In the instant case claimant accepted an award for disability due to an accident on January 7, 1926, and on February 18, 1926, signed a receipt in full for compensation for this accident. After more than five years he made application under section 1887(47) of the Code of 1930 for a review of the award on the ground of change of condition. When claimant accepted the money as

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compensation for the injury inflicted and returned to work the matter was for the time a closed incident. If he suffered a relapse, if a change for the worse occurred in his condition, he knew it and he knew when it took place, and should not have waited for five years before making the application for the review. The fact that he told the foreman and the manager or superintendent of the employer that he was still suffering did not supply his omission to file the application for a rehearing.

Appeal from an award of the Industrial Commission.

Reversed in part, affirmed in part, and remanded.

The opinion states the case.

Parrish & Butcher, for the plaintiffs in error.

Warren & Cantwell, for the defendant in error.

BROWNING, J., delivered the opinion of the court.

The claimant, J. W. Hinkle, on January 7, 1926, while in the employ of the appellant, Bristol Door and Lumber Company, received a compensable injury. On February 18, 1926, a memorandum of agreement was entered into between the claimant and the employer, providing for the payment of twelve dollars per week during disability. Pursuant to this claimant was paid to February 13, 1926, the sum of \$22.29. This memorandum of agreement was filed with the Industrial Commission of Virginia by which it was ratified. The [Page 476 final settlement receipt of the claimant stated that he was able to return to work on the last date mentioned and that the sum received was the final payment of compensation due him under the workmen's compensation law (Acts 1918, chapter 400, as amended) for all injuries received by him on the 7th of January, 1926. Thereupon, the claimant returned to work for the same employer, and continued so to do until the 26th day of November, 1930, at which time he stopped. The claimant was injured by a timber falling on the calf of his left leg, resulting in a rupture of the veins, or a varicose condition of that leg. On the 9th of March, 1931, he made application for a hearing before the Industrial Commission under section 47 of the act (Acts 1918, chapter 400), which provides for a review of an award on the ground of a change in condition.

The Commission found, as a fact, that the claimant had suffered a sixty-eight per cent loss of the use of his leg due to the said injury of January 7, 1926, and directed an award in favor of the claimant of \$12.00 per week for 119 weeks beginning on February 13, 1926, payable in a lump sum.

The case is before this court upon a writ of error.

The defendants urge four assignments of error as follows:

1. The Commission erred in dating its award back to February 13, 1926.
2. The Commission erred in refusing to dismiss the claimant's application for compensation on account of his unreasonable refusal to accept suitable surgical and medical treatment tendered by the employer.
3. The Commission erred in refusing to dismiss claimant's application for compensation on account of claimant's laches in asserting his claim.
4. There is no evidence in the record to support the Commission's finding of fact that claimant suffered a sixty-eight per cent loss of use of his leg since February 13, 1926, and this, therefore, constitutes an error in law. [Page 477]

In our opinion assignments 2 and 3 are without merit, for manifest reasons, and, in view of what we shall

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presently say of assignment 1, it is unnecessary to consider assignment 4.

[1-3] It will be observed that the Commission made its award retroactive. This we think was in derogation of the spirit and intendment of the statute. Section 47 is as follows:

"Upon its own motion before judicial determination or upon the application of any party in interest on the ground of a change in condition, the Industrial Commission may at any time review any award and on such review may make an award ending, diminishing or increasing the compensation previously awarded, subject to the maximum or minimum provided in this act, and shall immediately send to the parties a copy of the award. No such review shall affect such award as regards any monies paid."

The Industrial Commission of Virginia has adopted a rule requiring insurers and employers to pay compensation to the date upon which they make application for hearing on the ground of change in condition. Presumably, this rule was adopted and promulgated under warrant of the last sentence of the above section. This section is the only statutory authority for a review on the ground of change in condition. If the insurer or employer elect to make such application they must do so under this section of the act. The claimant derives the same right from the same source. It is difficult to perceive why the same rule should not apply alike to both applicants. Indeed, that it should apply to the application of the claimant in cases like the immediate one is supported by the better reasoning. Hinkle, the claimant here, suffered a total disability from the injury for a short period, for which he was paid. Of his own volition he returned to work, announcing at the time his ability to do so, and receiving compensation, in accordance [Page 478] with the receipt, "for all injuries received by me on or about the 7th day of January, 1926."

It is true that he testified at the review that he told a clerk of the employer, when the receipt was presented for his signature, that he did not intend to sign a receipt in full. However, when he accepted the money as compensation for the injury inflicted and returned to work the matter was for the time a closed incident. If he suffered a relapse, if a change for the worse occurred in his condition, he knew it and he knew when it took place, and yet he waited for more than five years before making the application for the review. His testimony that he told the foreman and the manager or superintendent of the employer that he was still suffering, is not a sufficient answer to this contention. That did not supply his omission to file his application and implead the parties interested.

Again, if the award is to date back to the time of the final settlement for the total disability, a period when the employer had no means of knowing that a change was taking place in his condition, the employer would be deprived of its right to furnish medical and surgical aid in an effort to rehabilitate him and restore him to health.

In the case of *Raven Coal Corp. v. Absher*, 153 Va. 332, 335, 149 S.E. 541, 542, this court, through Mr. Justice Holt, said: "This statute is highly remedial and should be liberally construed, and the judgment of our painstaking and able Commission is entitled to the utmost consideration; but the employer and the insurance carrier are entitled to fair consideration also."

In the case of *King v. Empire Collieries Co.*, 148 Va. 585, 589, 139 S.E. 478, 479, 58 A.L.R. 193, Judge Burks, speaking for the court, said: "There has been so much confusion and conflict among the decisions, English and American, construing the compensation laws, that precedents are of but little value, * * *." [Page 479]

We do not consider it necessary to review the few cases that have been cited here.

We reverse the award of the Commission in so far as it is dated back to the time of the settlement, namely, the 13th of February, 1926, and hold that it should begin as of the date of the application of the claimant, March 9, 1931.

In all other respects the award of the Commission is affirmed. The case is remanded to the Commission with direction to reform the award to conform to this opinion.

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Reversed in part, affirmed in part, and remanded.

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VIRGINIA: IN THE WORKERS' COMPENSATION COMMISSION

DARRYL MONROE, Claimant

v.

**TARMAC AMERICA, Employer
BIRMINGHAM FIRE INSURANCE COMPANY
OF PENNSYLVANIA, Insurer**

**VWC File No. 180-60-84
Decided: December 8, 1998**

**John H. Klein, Esquire
Montagna, Klein & Camden, L.L.P.
415 St. Paul's Boulevard, Suite 200
Norfolk, Virginia 23510
for the Claimant.**

**F. Nash Bilisoly, Esquire
Vandeventer Black LLP
500 World Trade Center
Norfolk, Virginia 23510-1699
for the Defendants.**

Opinion by the Full Commission

Review on the record by Commissioner Diamond, Commissioner Tarr, and Deputy Commissioner Wilder at Richmond, Virginia.

The claimant and the employer/insurer requested review of the October 7, 1997 Opinion of the Deputy Commissioner. The employer challenges the decisions that the claimant's claim was not barred by willful misconduct nor by termination for cause. The claimant appeals the finding he did not prove a compensable disability related to his industrial accident.

The claimant was driving a cement truck in the course of his employment on August 28, 1995 when he lost control of the truck as he drove on an interstate entrance ramp. A state trooper who investigated this accident cited the claimant for reckless driving and failure to maintain control of his vehicle. On February 16, 1996, the claimant was convicted in the General District Court for the City of Newport News of operating a vehicle with improper equipment and failing to maintain proper control of his vehicle.

The employer/insurer initially did not accept the claimant's August 28, 1995 accident as compensable, prompting him to file a June 7, 1996 claim for benefits. The Commission scheduled a November 8, 1996 hearing on this claim, but on November 5, 1996, the parties agreed that the Commission could enter an award for medical benefits. The Commission's November 8, 1996 Award Order stated that "the parties agree that this matter is compensable and that no compensation benefits are due at this time" and canceled the scheduled hearing. The claimant later filed a November 22, 1996 application that was the subject of the hearing before the Deputy Commissioner that led to this review.

The claimant received initial treatment from the emergency room at Mary Immaculate Hospital on the

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date of his accident and further treatment from doctors at a NOW Care facility and from his family physician, Dr. Clarence Holland. The emergency room record indicated that the claimant was treated for left shoulder, left elbow, head, and neck injuries. The claimant acknowledged on cross-examination that he was not experiencing back problems on the day of his accident.

The claimant averred that he reported back problems to Dr. Holland, but Dr. Holland's office note for September 6, 1995 reflected only complaints of headaches, blurred vision, and neck soreness. Dr. Holland's September 12, 1995 office note also did not reflect complaints of back problems. A NOW Care record dated September 13, 1995 included the claimant's complaints of neck and back pain. Records from NOW Care dated September 18 and 21, 1995 indicated that the claimant was receiving treatment for resolving cervical and lumbar sprains.

The claimant had received treatment for problems secondary to sciatica at the emergency room of Virginia Beach General Hospital on September 23, 1994. In November 1994, the claimant complained of hip and buttock pain caused by his work at a waste facility. The claimant agreed on cross-examination that he wore a back brace while working as a dump truck driver and as a cement truck driver.

Dr. Holland released the claimant to return to light duty on September 12, 1995; Dr. John Shaughnessy at NOW Care released the claimant to regular duty on September 25, 1995. When the claimant reported to work with his pre-injury employer, his employer terminated his employment. The employer's operations manager testified that the claimant was terminated because he had operated his truck "in a reckless and careless manner and the accident could have been avoided." The operations manager said that the cement truck damaged in the claimant's accident was valued at one hundred ten thousand dollars.

After his termination from employment, the claimant returned to Dr. Holland on October 4, 1995. The office note from this visit did not indicate that Dr. Holland addressed the claimant's ability to work. The claimant next received medical treatment from Dr. Holland on May 7, 1996. Dr. Holland noted that the claimant was complaining of sharp, shooting pain down his left and right legs and tenderness in his buttocks but no back pain. Dr. Holland again did not address the claimant's ability to work.

As the result of the claimant's request for assistance from the Virginia Department of Rehabilitative Services, he was referred to Dr. John Williamson, an orthopedic surgeon, on September 26, 1996. Dr. Williamson diagnosed the claimant as suffering from chronic neck and back pain with minimal degenerative disc disease. Dr. Williamson testified at his pre-hearing deposition that "I don't believe the automobile accident exacerbated that pathology - which is different than exacerbating what the complaints are." On cross-examination, Dr. Williamson stated that assuming "a history of a 1994 injury with back and leg complaints continuing after that; working from April of '95 to August of '95, then increased complaints after the August '95 injury," the claimant's increased back complaints were related to his August 28, 1995 accident.

The claimant sought treatment from Dr. J. Abbott Byrd, an orthopedic surgeon on a panel offered by the employer/insurer. Dr. Byrd first examined the claimant on October 14, 1996 and continued to treat him through June 30, 1997. Dr. Byrd felt that the claimant was suffering from "a strain in the cervical region and in the lumbar spine also, had a strain but, in addition, had some degree of disc herniation developing at L4-5 that was possibly contributing to his symptoms." Dr. Byrd issued various work restrictions that he felt were partly related to the claimant's August 28, 1995 accident. Dr. Byrd conceded that the relationship of these restrictions to the claimant's August 28, 1995 accident depended on the history the claimant relayed to him.

Based on a review of medical records from Dr. Holland, NOW Care, and Dr. Williamson, Dr. Byrd commented on the cause of the claimant's symptoms:

I thought that his problem, at least as I put it together, was stemming from his original injury in August of '94. And at least as the patient related the history to me, he felt that the injury of April of August 28th, 1995 exacerbated that; however, in reviewing all these records, it - it brings that

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into question somewhat because it doesn't look like that was the focus of his treatment by the physicians we've discussed, Dr. Holland and Dr. Shaughnessy. So it makes one raise a question of how much the August 28th, 1995 injury contributed to his problem.

On direct examination, Dr. Byrd ascribed the claimant's increasing back problems to normal wear and tear.

The Deputy Commissioner found that the claimant's application was not barred by willful misconduct as defined in § 65.2-306 of the Virginia Workers' Compensation Act (the Act). The Deputy noted that the employer/insurer had agreed to the entry of a medical award on November 5, 1996 and reasoned that the principles of laches and *res judicata* applied to prevent them from raising the defense of willful misconduct.

The Deputy Commissioner further found that the claimant's application was not barred by a termination for cause as contemplated in *C & P Telephone Co. v. Murphy*, 12 Va.App. 633, 406 S.E.2d 190, *aff'd on reh'g en banc*, 13 Va.App. 304, 411 S.E.2d 444 (1991). The Deputy Commissioner also found that the claimant had failed to prove that his August 28, 1995 industrial accident had caused his back problems.

We first address the arguments raised by the employer/insurer. The employer/insurer have taken exception to the Deputy's application of the principles of laches and *res judicata*. We have held that laches applies in workers' compensation cases. *Beard v. Virginia Roofing Corp.*, 65 OLC 35, 65 Va. WC 35 (1986); *Armstrong v. Londontown Corp.*, 71 Va. WC 265, VWC File No. 141-46-10 (August 26, 1992); *Jahnke v. Montclair Country Club*, 95 WC UNP 1512392, VWC File No. 151-23-92 (March 30, 1995). In *Jahnke*, the Commission noted that for laches to apply, "there must be such neglect or omission regarding prosecution of a claim that a presumption arises that the claim has been abandoned and the party declines to assert its rights." *Jahnke* at 2.

We find this principle applicable here. The compensability of the claimant's injury was the subject of his June 7, 1996 claim for benefits. The employer/insurer accepted the claim before the November 8, 1996 hearing was held and agreed to the entry of an award of medical benefits. A claimant's right to medical benefits under § 65.2-603 attaches only if he has suffered an injury compensable under the terms of the Act. See *Bradley v. Southland Corp.*, 3 Va.App. 627, 352 S.E.2d 718 (1987). Aware that the claimant's employment had been terminated because of the employer's opinion of the propriety of his actions leading to the accident in his cement truck on August 28, 1995, the employer/insurer could have contested whether the claimant had suffered an injury compensable under the terms of the Act at the hearing scheduled for November 8, 1996; however, we find that once the employer/insurer accepted the claimant's August 28, 1995 injury as compensable, they waived their right to raise the defense of willful misconduct at any later proceeding.

Furthermore, even if the doctrine of laches is inapplicable, we find that the principles of *res judicata* also barred the employer/insurer from raising this defense at the July 25, 1997 hearing. *Res judicata* precludes relitigation of the same cause of action between the same parties and their privies after a final judgment on the merits of the action has been rendered. See *K & L Trucking Co. v. Thurber*, 1 Va.App. 213, 337 S.E.2d 299 (1985).

The employer/insurer have argued that the defense of willful misconduct, set forth in § 65.2-306, may be raised in an initial claim for compensation where the Commission has previously entered an award of medical benefits only. The employer/insurer note that the introductory paragraph of § 65.2-306 states that "[n]o compensation shall be awarded to the employee or his dependents for an injury or death caused by" willful misconduct. Observing that this language omits reference to medical benefits and citing several cases in support of the proposition that the use of the word "compensation" in the Act refers to indemnity benefits only, such as *King v. Northern Virginia Electric Cooperative*, 97 WC UNP 1678619, VWC File No. 167-86-19 (March 7, 1997); *Broomall v. Page Aviation Supply Co.*, 74 OWC 135, 74 Va. WC 135 (1995); *Bowden v. Newport News Shipbuilding*, 11 Va.App. 683, 401 S.E.2d 884 (1991); *Tumlin v. Goodyear Tire & Rubber Co.*, 18 Va. App. 375, 444 S.E.2d 22 (1994); and *Marcoux v. Bates Corp.*, 95 OLC 135, 95 Va. WC 135 (1995).

WC UNP 1469988, VWC File No. 146-99-88 (November 28, 1995), the employer/insurer argue that the defense of willful misconduct is only available when claims for compensation are asserted.

The employer/insurer's argument, if applied to other sections of the Act, would eliminate the statute of limitations for medical claims in accident cases, see § 65.2-601 ("The right to compensation under this title shall be forever barred, unless a claim be filed with the Commission within two years after the accident") and occupational disease cases, see § 65.2-406(A) ("The right to compensation under this chapter shall be forever barred unless a claim is filed with the Commission within one of the following time periods") and the notice requirement for medical claims, see § 65.2-600(E) ("No defect or inaccuracy in the notice shall be a bar to compensation unless the employer shall prove that his interest was prejudiced thereby and then only to such extent as the prejudice").

We reject this argument. As shown from the cases cited by the employer/insurer and the use of the term "compensation" in §§ 65.2-601, -406, and -600, the meaning of "compensation" varies depending upon the context in the Act in which the word is used. Chapter 3 of the Act, covering §§ 65.2-300 through 65.2-313, is entitled "Application and Effect of Title" and sets forth general provisions applicable to a number of actions brought under the Act. We find that the General Assembly, by use only of the term "compensation" in § 65.2-306, did not intend to limit the defense of willful misconduct to actions for compensation only and that this term applies to claims for both compensation and medical benefits. Therefore, the employer/insurer could have raised the defense of willful misconduct at the hearing scheduled for November 8, 1996. We find that the Award Order issued on November 8, 1996, based on the employer/insurer's agreement that the claimant had suffered an injury compensable under the Act on August 28, 1995, has *res judicata* effect on any defense that the employer/insurer could have raised to the compensability of the claimant's industrial accident and barred them from raising the defense of willful misconduct to the claimant's November 22, 1996 application.

We also find equally inapplicable the employer/insurer's defense that the claimant's termination from employment bars his claim. *Murphy* and its progeny, such as *Eppling v. Schultz Dining Programs*, 18 Va.App. 125, 442 S.E.2d 219 (1994), *Timbrook v. O'Sullivan Corp.*, 17 Va.App. 594, 439 S.E.2d 873 (1994), and *Potomac Edison Company of Virginia, Inc. v. Cash*, 18 Va.App. 629, 446 S.E.2d 155 (1994), arise from the provisions of § 65.2-510, which states that a claimant who refuses selective employment procured by his employer may only receive medical benefits for the duration of his refusal. Section 65.2-510 applies only to cases in which an employer has found a claimant with work restrictions employment suitable to his capacity and has no application to discharges from pre-injury employment. Therefore, the Deputy Commissioner properly found that the claimant's discharge from his pre-injury employment did not bar his claim for compensation.

We also agree that the claimant did not prove that his back injury was caused by his August 28, 1995 industrial accident. A claimant has the burden of proving every essential element of his case by a preponderance of the evidence, including his incapacity from work and relationship of this incapacity to his industrial accident. *Roop v. Build America Corp.*, 61 OLC 348 (1982).

We find that the claimant did not meet this burden. When asked to base their opinions solely upon the history related by the claimant, both Drs. Williamson and Byrd acknowledged a relationship between the claimant's industrial accident and the increase in his lumbar symptoms. Nevertheless, neither doctor felt after reviewing the entire medical record that the claimant had suffered a change in the pre-existing condition in his back as the result of his August 28, 1995 accident. We have previously held that evidence of an aggravation of symptoms, without evidence of a sudden mechanical change in the body, is insufficient to qualify as an injury caused by a compensable accident. See *Hurd v. Independent Life*, 95 WC UNP 1672047, VWC File No. 167-20-47 (March 1, 1995) and *Frantz v. Warren County Public Schools*, 94 WC UNP 1629642, VWC File No. 162-96-42 (July 5, 1994). Considering that the claimant did not seek medical attention from October 4, 1995 until May 7, 1996, we find that the claimant did not prove that his continuing back problems after October 4, 1995 were related to his August 28, 1995 accident.

The Opinion of the Deputy Commissioner is AFFIRMED.

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This case is ordered removed from the Review Docket.

APPEAL

This Opinion shall be final unless appealed to the Virginia Court of Appeals within 30 days.

cc:

Mr. Darryl Monroe
4740 Greenlawn Drive
Virginia Beach, Virginia 23464

Birmingham Fire Insurance Company of Pennsylvania
Crawford & Company
P.O. Box 13344
Norfolk, Virginia 2350

VIRGINIA WORKERS'
COMPENSATION COMMISSION
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VIRGINIA: IN THE WORKERS' COMPENSATION COMMISSION

HAROLD E. MCGOWAN, Claimant

v.

**SAFEWAY STORES, INC., Employer
SELF INSURED**

**VWC File No. 643-186
Decided: March 17, 1999**

Harold E. McGowan, *pro se*.
109 Yancey Avenue
Richmond, VA 23222

Charles P. Monroe, Esquire
400 N. Columbus Street
Suite 201
Alexandria, VA 22314
for the Defendants.

Opinion by TARR, Commissioner

Review on the record before Commissioner Tarr, Commissioner Diamond and Commissioner Dudley in Richmond, Virginia.

This case is before the Commission on the employer's request for Review of the Deputy Commissioner's October 5, 1998, Opinion that it is responsible for treatment given by Dr. John W. Hall, Jr., D.C. The employer alleges that the Commission does not have jurisdiction over the medical expenses at issue. For the reasons stated, we find that the employer is responsible.

Harold E. McGowan was injured on October 22, 1979, while working for Safeway, Incorporated when he slipped and fell. His claim was accepted as compensable and the parties submitted a Memorandum of Agreement from which the Commission entered an Award providing for temporary total benefits from October 29 through November 4, 1979.

The Memorandum of Agreement stated that the claimant sustained "bruised shoulder, lac (?) forehead" in his accident. /1 The treatment for which payment is sought now was to the claimant's neck and back. The employer argues that we do not have jurisdiction to order payment because claims for injuries to the neck and back never were filed with the Commission within two years of the date of injury. The employer asserts that the Deputy Commissioner's Opinion requiring payment for treatment to the neck and back is void *ab initio*.

The employer's jurisdictional challenge appears to be based on the holding in *Shawley v. Shea-Ball Construction Company*, 216 Va. 442, 219 S.E. 2d 849 (1975). In *Shawley*, the Supreme Court held that the Compensation Act requires a claimant assert "any claim that he might have for any injury growing out of the accident" within the limitations period.

In *Shawley*, the Supreme Court distinguished between injuries that are attributed to the accident itself

and injuries that occur as a consequence or result of the injuries received in the accident. The *Shawley* court affirmed the Commission's holding that claims for injuries received in the industrial accident to body parts not identified on the Memorandum of Agreement were time-barred.

We need not decide whether *Shawley* controls the present dispute because the employer's jurisdictional challenge is barred by the doctrine of *res judicata*.

In his June 7, 1995, application, the claimant filed a Claim for Benefits to require the employer to pay for treatment given by Dr. Hall in 1994 and 1995. The employer refused to pay and in its statement for the on-the-record hearing said "I have enclosed copies of our most recent medical reports from Dr. John W. Hall and would (sic) to advise the Commission that we are questioning *causally related medical care*, excessive medical care and reasonable and necessary medical care. (September 22, 1995, letter to the Commission from Terry J. Riddick, emphasis added.)

In *Bates v. Devers*, 214 Va. 667, 202 S.E.2d. 917 (1994), the Virginia Supreme Court discussed the four *res judicata* pleas: merger, direct estoppel, bar and collateral estoppel. As to bar, the Court noted:

Res judicata-bar, is the particular preclusive effect commonly meant by use of the term '*res judicata*'. A valid, personal judgment on the merits in favor of defendant bars relitigation of the same cause of action, or any part thereof which could have been litigated, between the same parties and their privies.

The barring of a cause of action 'which could have been litigated' is not directed to an unrelated claim which might permissibly have been joined, but, to a claim which, if tried separately, would constitute claim-splitting.

214 Va. at 670 - 671, 202 S.E.2d. at 920-921. (Citations omitted).

The employer's current argument, in effect, is that the Commission does not have jurisdiction because the neck and back treatment is not causally related to the shoulder and forehead injuries listed in the Memorandum of Agreement. This argument is so related to its 1995 defense that Dr. Hall's treatment to, among other areas, the claimant's neck and back was not causally related medical care, that it is barred by the doctrine of *res judicata*.

Although it is not the exact same defense, we find the present defense is barred because it could have been litigated in its 1995 defense and, as in *Bates*, the present defense and the 1995 defense are claims which, "if tried separately, would constitute claim-splitting."

While it is true that the question of subject matter jurisdiction may be raised at any time, the principle of *res judicata* commands that the defense may be presented and decided only once. *East v. Piedmont Manufacturing Co.*, 96 WC UNP 1523477, VWC File No. 152-34-77, (June 4, 1996, aff'd sub nom. *Piedmont Manufacturing Company v. East*, 97 Vap UNP 1546963, Record No. 1546-96-3 (February 25, 1997) (Unpublished).

For these reasons, we AFFIRM the Deputy Commissioner's decision.

APPEAL

This Opinion shall be final unless appealed to the Virginia Court of Appeals within thirty days.

cc:

Safeway, Inc.
Risk Management
PO Box 1504

VIRGINIA WORKERS'
COMPENSATION COMMISSION
AUG 13 1999
CLERK

Lanham, MD 20703

FOOTNOTES

/1 The Memorandum of Agreement is not in our file. For the purposes of this Opinion, we have relied on the employer's representation of what is stated on that form.

VIRGINIA WORKERS'
COMPENSATION COMMISSION
AUG 16 1990
CHAP.

**VIRGINIA:
IN THE WORKERS' COMPENSATION COMMISSION**

BRENDA G. EGGLESTON, Claimant

**Opinion by ROACH
Deputy Commissioner**

v. VWC File Nos. 143-94-79, 149-63-96, and 162-62-45

FEB 28 2000

**E I DUPONT DENEMOURS & CO, Employer
Self - Insured**

**Wesley G. Marshall, Esquire
600 Westwood Office Park
Fredericksburg, Virginia 22401
for the Claimant.**

**Kimberly R. Hillman, Esquire
901 East Cary Street
One James Center
Richmond, Virginia 23219
for the Defendant.**

Hearing before Deputy Commissioner Roach in Martinsville, Virginia, on July 28, 1999.

PROCEDURAL HISTORY

In VWC File No. 143-94-79, the claimant was diagnosed with bilateral carpal tunnel syndrome on September 28, 1989, as causally related to her employment, and the Commission awarded temporary total disability benefits from September 19, 1990 through October 30, 1990, and permanent partial disability benefits from January 30, 1992 through July 29, 1992, at a rate of \$306.18 per week, based upon a pre-injury average weekly wage of \$459.29.

In VWC File No. 149-63-96, the claimant injured her right shoulder on November 28, 1990, while working for the employer, and the Commission awarded temporary total disability benefits from October 1, 1992 through November 1, 1992, at a rate of \$293.90 per week, based

upon a pre-injury average weekly wage of \$440.85.

In VWC File No. 162-62-45, the claimant was diagnosed with gamekeeper's thumb on March 9, 1993, as causally related to her employment, and the Commission awarded temporary partial disability benefits from June 13, 1993 through November 30, 1993, at a rate of \$74.35 per week, based upon a pre-injury average weekly wage of \$557.53.

On December 8, 1993, the claimant filed change in condition claims in all three files, seeking a resumption of temporary total disability benefits beginning December 1, 1993. A hearing was conducted before Deputy Commissioner Gorman on July 13, 1994, who, in a decision of August 25, 1994, ordered a resumption of temporary total disability benefits beginning December 1, 1993 in the amount of \$371.71, apparently based upon the average weekly wage in VWC File No. 162-62-45 of \$557.53. In the opinion, Deputy Commissioner Gorman stated, in part:

From the evidence we find that the claimant continues to have marked physical restrictions as revealed by the medical records and her own testimony at hearing. Claimant's physical limitations are the result of bilateral gamekeeper[']s thumb, bilateral carpal tunnel syndrome and right shoulder problems. As a result of her physical limitations she was provided some light duty work with the employer but this did not prove to be consistent with her abilities and accordingly she was terminated from employment for physical reasons. Given this circumstance, we find ample justification for finding that the claimant, although certainly capable of performing limited work, is not able to perform her pre-injury or even light duty work provided by her employer.

He also found that the claimant had adequately marketed her remaining work capacity, prompting the award for temporary total disability benefits.

PRESENT PROCEEDINGS

This case is before the Commission on the employer's February 3, 1999 application, filed in the above-named cases, seeking (1) a change in the temporary total disability award rate from \$371.71 per week to \$306.18 per week (plus any applicable cost of living increase), alleging that the claimant's bilateral gamekeeper's thumb resolved by October 22, 1997 or December 3, 1997, and an award based upon the average weekly wage in VWC file No. 162-62-45 is not justified, (2) that the claimant's entitlement to benefits in each file should be reduced by the number of weeks she has been receiving the combined awards, (3) that the employer should be provided a credit for the wages paid the claimant at pre-injury level while she was actually performing light duty, and (4) that if the Commission reduces the temporary total disability award from \$371.71 per week to \$306.18 per week (plus any applicable cost of living adjustment), the employer should receive a credit for the overpayment since October 22, 1997, the date the claimant's gamekeeper's thumb allegedly resolved.

STIPULATIONS

The parties agreed that the claimant was paid pursuant to Deputy Commissioner Gorman's opinion through February 16, 1999, and was paid at a rate of \$354.96 per week beginning February 17, 1999 (the award rate applicable to VWC File No. 143-94-79, the bilateral carpal tunnel syndrome disease, which includes the applicable cost of living adjustments).

DEFENSES

The claimant argues, in summary, that (1) the employer has not established either factually or

legally that it is entitled to a reduction of the temporary total disability award rate from that amount awarded in the August 25, 1994 decision, (2) the employer is not entitled to a weekly credit in each case while paying only one week of compensation, because the claimant is not receiving a payment equal to the combined weekly temporary total disability rates in each file, (3) the employer is not entitled to a credit for wages paid the claimant at her pre-injury level while she was working light duty, and (4) (a) if the Commission finds the claimant's gamekeeper's thumb resolved as of October 22, 1997 or December 3, 1997, the employer is not entitled to a credit for benefits paid through the date of the application, and (b) that the employer should be prohibited from asserting this issue because it was not raised in the initial February 3, 1999 application, having only been raised in the employer's July 12, 1999 trial brief received shortly before the hearing.¹

PRE-HEARING AND POST-HEARING EVIDENCE

Both parties filed a designation of medical records, pursuant to Rule 2.2(B)(3), to be admitted into evidence for the Commission's consideration. The record was held open to allow claimant's counsel to file a responsive brief to the employer's trial briefs. The record closed on August 26, 1999.

SUMMARY OF THE EVIDENCE

Lucinda D. Gravely, the manger of records for the employer for over twenty-five years, testified that the pay each employee receives is coded pursuant to a standard formula, depending on

¹ The specific details of the claimant's defenses are outlined in the responsive brief submitted after the hearing.

whether the claimant is working full duty, light duty, or is in another work status. Defendant's Exhibit 1. According to the employer's pay records, Code 21 is used to designate that a worker is earning regular wages while performing selective employment. The pay records for the claimant were admitted at Defendant's Exhibit 2, showing payment from September 15, 1990 through January 12, 1991. The claimant's pay records from January 19, 1991 through May 29, 1993 were admitted as Defendant's Exhibit 3. According to the employer's calculations, the claimant received 3.5 weeks of Code 21 pay during the period listed in Defendant's Exhibit 2, and 23.48 weeks as Code 21 pay in the period reflected in Defendant's Exhibit 3.

On cross-examination, Gravely noted that the employer does not have a specific payroll department, but she obtained the copy of the claimant's records from the human resources department. Gravely did not otherwise verify the accuracy of the payroll record, but she performed her own calculations to confirm the light duty wages received by the claimant. Gravely noted that she was familiar with the restricted work policy of the employer, and that an employee must be cleared through the medical department before returning to work. She also noted that an employee's supervisor would sign the pay cards of that employee on light duty, and the supervisor would be aware of such restricted duty.

Catherine West, of Kemper Insurance, testified that Defendant's Exhibits 4, 5, and 6 reflect payments made to the claimant in each file. The carrier considers the payments made since December 1, 1993 to be a combined award for each file. She testified as to the amount of weeks

remaining to be paid the claimant from the 500 week maximum which an injured worker may receive pursuant to Code § 65.2-518. She also noted that, by the time the carrier determined that the claimant's thumb condition had resolved, and adjusted the rate of payment upon the filing of the February 1999 application, the claimant had been overpaid almost \$5,000.00, according to her carrier's estimate.

On cross-examination, West acknowledged that, since the Commission's last award, the carrier has not issued three separate checks for each week the claimant received benefits. In addition, the carrier did not file an application seeking a credit of overpayment of benefits for the period from October 22, 1997, the date of the claimant's alleged recovery, through February 1999. She also conceded that the claimant would not necessarily have known that the carrier was challenging the award until it filed the February 3, 1999 application. She also admitted that she is not aware of any period the claimant may have returned to work, during which time Kemper was not aware of such return to work. She also confirmed that the carrier is seeking a credit for wages paid for the claimant's light duty back to 1990 through 1992. West took over the file in 1997 and found it peculiar that no credit had ever been sought up until that point. She also conceded that as far as she knew, the claimant did not do anything to cause the carrier to overpay benefits.

The claimant testified that while working for DuPont, she has been diagnosed with carpal tunnel syndrome, gamekeeper's thumb, and suffered a right shoulder injury. She was on a light duty work restriction from 1990 through 1993, but she returned to work for the employer after being

cleared by medical personnel at the plant. The claimant asserted that the employer knew she was on light duty, and she was receiving her regular wages. Her employment ended with DuPont in December 1993. Although she reviewed the wage records submitted at the hearing, she could not attest to their complete accuracy. The Commission's August 25, 1994 opinion, awarding temporary total disability benefits, resulted from a claim filed on her behalf. That decision was not appealed and she has received temporary total disability benefits since that date, although they were modified in February 1999, upon the filing of the employer's current application. The claimant asserted that she still suffers from tenderness and pain in her thumb on a daily basis, and she believes she is currently disabled as a result of a combination of all three compensable conditions. The claimant asserted that she had no reason to believe that she was being overpaid disability benefits, and that until the February 3, 1999 application was filed, no one at Kemper or DuPont implied she was being overpaid. Although she denied telling her physician on October 22, 1997 that her gamekeeper's thumb had resolved, she did acknowledge that she was not suffering from pain on the date of the examination. She later heard her physician discussing her condition with a nurse.

On cross-examination, the claimant conceded that, before she saw Dr. Silverblatt in June 1999 for her thumb condition, she last treated with him in October 1997. However, she asserted that he moved to Florida for approximately one year before returning to the Roanoke area. She also spoke to Dr. Timothy L. Hormel in February 1999, about her condition, but no specific treatment was prescribed. The claimant admitted that she wrote the Commission a letter on December 3, 1997,

stating that her thumb condition had resolved, and that she had not suffered any flare-ups of pain from October 22, 1997 through the date of her letter. She did not receive any treatment for her thumb between October 1997 and February 1999 because she asserted that the pain was not severe.

ISSUE ONE

Whether the employer should receive credit for those weeks the claimant received her pre-injury average weekly wage, from 1990 through 1992, while on a light duty restriction.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

"In an application for review of any award on the ground of change in condition, the burden is on the party alleging such change to prove his allegations by a preponderance of the evidence."

Rossello v. K-Mart Corp., 15 Va. App. 333, 335, 423 S.E.2d 214, 216 (1992)(quoting Pilot Freight Carriers, Inc. v. Reeves, 1 Va. App. 435, 438-39, 339 S.E.2d 570, 572 (1986)).

Code § 65.2-708(C) states:

All wages paid, for a period not exceeding twenty-four consecutive months, to an employee (i) who is physically unable to return to his pre-injury work due to a compensable injury and (ii) who is provided work within his capacity at a wage equal to or greater than his pre-injury wage, shall be considered compensation.

The full Commission has previously held that the General Assembly enacted this section to provide an extended limitation period to an injured worker who returns to work at a wage rate equal to or greater than his pre-injury wage, when the disability renders the injured worker unable to return to pre-injury work. The section was designed to prevent possible abuse by employers of the two-year limitation period set forth in Code § 65.2-708(A), by allowing the

employers to otherwise lull partially disabled workers into a false sense of security during this two-year period by providing employees light duty work at their pre-injury wage for two years and then terminating the employee without liability for future disability benefits. Phelps v. Safeway Stores, Inc., 77 O.W.C. 138 (1998).

However, if an employee has some restrictions, but essentially returns to pre-injury work, the requirements of Code § 65.2-708(A) and (C) have not been established. Burton v. Fairfax County School Bd., 71 O.W.C. 138 (1992).

Although the employer did not present any direct evidence of the nature of the job the claimant returned to in 1990, she conceded at the hearing that she returned to light duty employment during that time. However, as noted above, Code § 65.2-708(C) was designed to be a shield for employees against the unscrupulous acts of an employer, who may provide the claimant with a light duty job and pay full wages, in the hopes that the statute of limitations would expire and the claimant would be prevented from filing a claim. It was not designed to allow the employer to receive credit against the maximum 500 of benefits due a claimant, especially when those payments were made without benefit of an award.

Notwithstanding that argument, the Commission finds that the controlling law in this matter is found in those circumstances under which an employer has been provided a credit. As claimant's counsel correctly points out, Code § 65.2-712 provides for a credit when benefits have been procured by a claimant through fraud, misrepresentation, or failure to report an

increase in earnings, incarceration, or change in status as a full time student. In addition, the Commission has provided a credit when there has been a mistake of fact, either unilaterally or mutually made, that produces a miscalculation in the amount of benefits paid to the claimant. Such is not the case here. The claimant merely returned to work in a light duty capacity and received her pre-injury average weekly wage. The employer was aware of the return to work and payment of wages, and there is no evidence that such wages were procured by fraud or misrepresentation.

Therefore, the employer's request to be provided a credit for wages paid the claimant while on light duty when she returned to work in 1990 is DENIED. Given this finding, the claimant's other defenses to this issue need not be addressed.

ISSUE TWO

Whether the claimant's gamekeeper's thumb condition has resolved.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

As noted above, the employer bears the burden of proving that the claimant's gamekeeper's thumb condition resolved as of October 22 1997, as alleged.² The employer relies, in part, upon Dr. Silverblatt's addendum to his October 22, 1997 report, which states:

There is some question as to whether Ms. Eggleston has or ever had a gamekeeper's thumb. She never gave a history to me suggestive of subluxation of the MP joint of either thumb and at present both joints are stable and

² The relief requested in an application for change of condition is limited to that which is in the application. Washington Metro Trans. Auth. v. Pender, 14 Va. App. 100, 415 S.E.2d 230 (1992).

nonpainful.

However, the claimant had already received an award of benefits by that time, establishing that she suffers from the condition of gamekeeper's thumb, and it is now the law of the case. Dr. Silverblatt's assertion that the claimant never suffered from that condition cannot alter that finding. He does note, however, that the claimant's thumb joints were stable and nonpainful as of October 22, 1997, and he did not place any restrictions on her at that time as a result of her thumb condition. The employer also relies upon the claimant's December 3, 1997 letter to the Commission, acknowledging that she was aware that Dr. Silverblatt diagnosed her thumb condition as resolved, as of October 22, 1997. Dr. Murray Joiner performed an independent medical examination on December 10, 1997, and noted that the claimant stated that her thumb "doesn't hurt that much." The claimant did not thereafter seek treatment for the gamekeeper's thumb until February 15, 1999, after the employer filed its application for hearing.

Given this evidence, the Commission finds that the employer has established by a preponderance of the evidence that the claimant's gamekeeper's thumb had resolved by October 22, 1997. Although she alleged that she did not receive treatment because her physician had relocated, she also did not request that her care be transferred to another physician. Any evidence presented in 1999 as to whether she still suffered from pain in her thumb is not relevant to the claimant's condition in October, 1997, at which time her condition is found to have resolved.

ISSUE THREE

Whether the claimant's temporary total disability rate should be lowered and whether the employer should be provided a credit for benefits paid the claimant at the gamekeeper's thumb rate between October 1997 and February 1999.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The claimant asserts, in part, that the Commission's August 25, 1994 award was final, not appealed, and established the temporary total disability rate to be \$371.71, and the employer is estopped for challenging that finding after the time for filing a request for review has lapsed. However, that argument is misplaced.

"Where ... causal connection between an industrial accident and disability has been established by the entry of an award, an employer has a right to apply for termination of benefits upon an allegation that the effects of the injury have fully dissipated and the disability is the result of another cause." Suite v. Clinchfield Coal Co., 8 Va. App. 554, 555, 383 S.E.2d 21, 22 (1989)(quoting Celanese Fibers Co. v. Johnson, 229 Va. 117, 120, 326 S.E.2d 687, 690 (1985)), aff'd on reh'g en banc, 9 Va. App. 492, 389 S.E.2d 187 (1990); see also Rossello v. K-Mart Corp., 15 Va. App. 333, 335, 423 S.E.2d 214, 216 (1992). No time limit has been placed on the employer for the filing of the application, and this issue is deemed to be properly before the Commission in the current matter.³

³ Whether the award can be modified retroactively, back to the date of the alleged recovery, is discussed below.

Since the Commission has noted that the claimant's gamekeeper's thumb condition has resolved, the employer has the right to have that award terminated. Because the Commission's August 25, 1994 award is based upon a finding that the claimant was disabled in part from all three compensable conditions, the employer has now established that the claimant's disability is due only to her two remaining conditions: bilateral carpal tunnel syndrome and the right shoulder injury. The highest average weekly wage for which previous awards have been based on those two conditions arise from her earnings at the time she was diagnosed with the bilateral carpal tunnel syndrome, or \$459.27 per week, producing a temporary total disability rate of \$306.18. Therefore, the claimant's current award is modified to a rate of \$306.18 per week, plus any applicable cost of living increase the claimant is due.

The next question to decide is whether the award should be modified back to October 22, 1997 and the employer provided a credit for benefits paid to the claimant between that date and the filing of the application.

Rule 1.4(C) states:

Compensation shall be paid through the date the application was filed, unless:

1. The application alleges the employee returned to work, in which case payment shall be made to the date of the return.
2. The application alleges a refusal of selective employment or medical attention or examination, in which case payment shall be made to the date of the refusal or 14 days before filing, whichever is later.
3. The application alleges a failure to cooperate with vocational rehabilitation, in which case payment must be made through the date the

application is filed.

4. An employer files successive applications, in which case compensation shall be paid through the date required by the first application. If the first application is rejected, payment shall be made through the date required by the second application.

5. The same application asserts multiple allegations, in which case payment is determined by the allegation that allows the earliest termination date.

According to the Commission's rules, when the employer alleges that a claimant's condition has resolved, benefits must be paid through the date of the application. There is no exception provided that allows an employer to make payments only through the date of the claimant's recovery. In addition, as previously noted, the reasons for providing a credit to the employer have been clearly established by the Commission and the Courts of Virginia, and the Commission does not find that a credit is due the employer for benefits paid at the higher rate from October 22, 1997 through February 3, 1999, the date the employer filed the application. Therefore, the claimant's benefits are modified to reflect a temporary total disability award at a rate of \$306.18 per week, plus any applicable cost of living increase the claimant is due, beginning February 4, 1999.

As a result of this finding, the claimant's other defenses to that issue need not be addressed.

ISSUE FOUR

Whether the employer should be provided a weekly credit for payments made to the

claimant under the combined award, as it applies to the 500 week maximum amount for each file.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The employer does not cite any law in support of its proposition that the claimant's "entitlement to temporary total disability benefits based upon each individual injury should be reduced by the number of weeks that she has been receiving the combined award." (Employer's July 12, 1999 trial brief, p. 7).

The Commission notes, however, that "[t]he right to compensation under the workmen's compensation law is granted by statute, and in giving the right the legislature had full power to prescribe the time and manner of its exercise. When the legislature has spoken plainly it is not the function of courts to change or amend its enactments under the guise of construing them. The province of construction lies wholly within the domain of ambiguity, and that which is plain needs no interpretation." Dan River, Inc. v. Adkins, 3 Va. App. 320, 328, 349 S.E.2d 667, 671 (1986)(quoting Winston v. City of Richmond, 196 Va. 403, 407-08, 83 S.E.2d 728, 731 (1954)).

In addition, "the Workers' Compensation Law should be construed liberally in favor of the worker, ... but it is the law that should be construed liberally, not the facts." Board of Supervisors v. Martin, 3 Va. App. 139, 146, 348 S.E.2d 540, 543 (1986).

Code § 65.2-518 provides:

The total compensation payable under this title shall in no case be greater than 500 weeks nor shall it exceed the result obtained by multiplying the average weekly wage of the Commonwealth as defined in § 65.2-500 for the applicable

year by 500, except in cases of permanent and total incapacity as defined in § 65.2-503 C and in cases of permanent disability under subdivision A 4 of § 65.2-504 and death from coal worker's pneumoconiosis under § 65.2-513.

Code § 65.2-503(E)(2) states, "Where compensation pursuant to this section is paid simultaneously with payments for partial incapacity pursuant to § 65.2-502, each combined payment shall count as two weeks against the total maximum allowable period of 500 weeks."

The Act does not otherwise provide for counting simultaneous payments, resulting from separate injuries, as more than one week of disability benefits against the maximum allowable period of 500 weeks. The Commission must presume that the General Assembly's failure to allow a credit to the employer under the facts of this case represents its intent to prohibit a credit under these circumstances. Given that (1) the workers' compensation system in Virginia is a creature of statute, (2) the absence of law allowing an employer to receive credit by reducing by the number of weeks that a claimant may receive benefits as the result of separate injuries while receiving a combined award, and (3) the interpretation of the Act in favor of the claimant, the Commission finds that the employer has failed to establish that it is due a credit in each file for the number of weeks the claimant has received the combined award.

As a result of this ruling, the employer is only entitled to a credit in VWC File No. 162-62-45 (gamekeeper's thumb) for the weeks of benefits paid from December 1, 1993 through February 3, 1999, and is only entitled to a credit in VWC File No. 143-94-79 (bilateral carpal tunnel syndrome) for the weeks of benefits paid from February 4, 1999 to the present and

continuing.

Therefore, the employer's application is GRANTED IN PART and DENIED IN PART.

The temporary total disability award in VWC File No. 162-62-45, in the amount of \$371.71 per week, is terminated effective February 3, 1999. An award is hereby entered in favor of Brenda G. Eggleston, claimant, against E I DuPont De Nemour & Co., self-insured employer, for payment of temporary total disability benefits in the amount of \$306.18 per week, plus the applicable cost of living increase, beginning February 4, 1999 and continuing.

Medical benefits pursuant to Code § 65.2-603 shall be awarded for as long as necessary.

An attorney's fee in the amount of \$600.00 may be charged the claimant by Wesley Marshall, Esquire for legal services rendered the claimant.

This case is hereby Ordered removed from the hearing docket.

REVIEW

Any party may appeal this decision by filing a request for review with the Commission within twenty days from receipt of this opinion.

cc: Brenda G. Eggleston
60 Old Mill Road
Ridgeway, VA 24148

E I DuPont Denemours & Co.
1 Du Pont Road
Martinsville, VA 24112

VWC File Nos. 143-94-79
149-63-96
162-62-45

E I DuPont Denemours & Company
National Loss Control Serv. Corp.
P.O. Box 5550
Glen Allen, VA 23058

**VIRGINIA:
IN THE WORKERS' COMPENSATION COMMISSION**

BRENDA G. EGGLESTON, Claimant

**Opinion by TARR
Commissioner**

VWC File Nos. 143-94-79

149-63-96 ✓

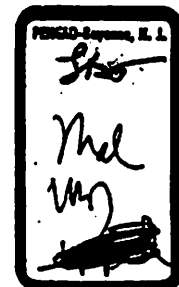
162-62-45

v.

**DUPONT DENEMOURS & CO., Employer
SELF INSURED**

**Wesley G. Marshall, Esquire
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for the claimant**

**Kimberly R. Hillman, Esquire
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901 East Cary Street
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for the defendants**



OCT 6 2000

REVIEW on the record before Commissioner Tarr, Commissioner Diamond and Chief Deputy Commissioner Link at Richmond, Virginia.

Both parties request Review of the Deputy Commissioner's February 28, 2000, Opinion finding that the claimant is no longer disabled as the result of her gamekeeper's thumb, modifying her rate of compensation, and refusing to grant a credit. We **AFFIRM**.

The claimant sustained three separate injuries at work and received three Awards. In VWC 143-04-79, the claimant was awarded benefits for bilateral carpal tunnel syndrome with a communication date of September 28, 1989. Temporary total benefits were paid at the rate of \$306.18 for September 19, 1990, through October 30, 1990. Permanent partial benefits were paid from January 30, 1992, through July 29, 1992.

The claimant's second injury was a right shoulder injury sustained on November 28, 1990, in VWC 149-63-96. She received temporary total benefits at the rate of \$293.90 from January 12, 1991, through January 14, 1991, and from September 27, 1991, through November 2, 1992.

The third award was for the claimant's disease of bilateral gamekeeper's thumb with a communication date of March 9, 1993. She received temporary partial benefits at the rate of \$74.35 from June 13, 1993, to November 30, 1993.

Shortly after benefits ended for the third award, the claimant filed a change in condition application on December 8, 1993. Her claim for temporary total benefits alleged she was fired while doing light duty work. The Deputy Commissioner found that the claimant was disabled from all three conditions and entered into an award for ongoing benefits beginning August 25, 1994, using only the compensation rate from the thumb disease of March 9, 1993.

The employer filed a change in condition application on December 24, 1997, seeking to terminate or suspend the outstanding award "as we have information indicating Ms. Eggleston's current disability is unrelated to her industrial accident of March 9, 1993." By letter dated March 3, 1998, the employer voluntarily moved to dismiss its application. The application was dismissed by Order dated March 4, 1998.

On February 3, 1999, the employer filed the present change in condition application, with an attached memorandum, seeking "to reduce the amount of temporary total disability benefits being paid to the claimant and to award the employer a credit against future payments." In its memorandum, the employer requested several items of relief. First, the employer contended that the claimant's weekly temporary total disability benefits should be adjusted downward to reduce the compensation rate to \$354.96, based on her average weekly wage for carpal tunnel syndrome, \$459.27. Second, the employer contended that it was entitled to a credit for time worked by the

claimant doing light duty work at her regular wages for various periods in 1990 through 1993. Lastly, the employer maintained that the claimant's remaining entitlement to temporary total disability benefits should be reduced by the total number of weeks that the employer provided the claimant with light duty employment at her regular pre-injury wages.

On July 13, 1999, the employer submitted a "Trial Brief" to the Deputy Commissioner clarifying the relief that it wanted. The employer stated that it filed the application to (1) terminate the claimant's award for bilateral gamekeeper's thumb; (2) reduce the amount of temporary total disability benefits based upon the resolution of the gamekeeper's thumb; (3) award a credit against future temporary total disability benefits paid the claimant arising from overpayment of benefits from October 22, 1997, the date the gamekeeper's thumb resolved, to February 17, 1999, the date the employer reduced the amount of benefits pursuant to its application; and (4) award a credit against future temporary total disability benefits paid the claimant based upon time worked by the claimant at light duty at her normal pre-injury wages. The employer also contended that the claimant's maximum entitlement to benefits for each individual injury should be reduced by the number of weeks that she received benefits under the August 25, 1994, award.

At the July 27, 1999, hearing, the Deputy Commissioner granted leave for claimant's counsel to file a memorandum. On August 16, 1999, claimant's counsel submitted a Memorandum of Law in Opposition to Employer's Application for Hearing.

In his February 28, 2000, Opinion, the Deputy Commissioner held that: (1) the employer was not entitled to a credit for those weeks the claimant received her pre-injury average weekly wage, from 1990 to 1992, while on a light duty restriction; (2) the claimant's gamekeeper's thumb condition had resolved by October 22, 1997, and any evidence from 1999 concerning this condition was not relevant; (3) the claimant's temporary total disability rate should be lowered to \$306.18

beginning February 4, 1999; (4) the employer was not entitled to a credit for benefits paid at the higher rate from October 22, 1997, through February 3, 1999; (5) the employer was entitled to a credit in VWC File No. 162-62-45 (gamekeeper's thumb) for the weeks of benefits paid from December 1, 1993, through February 3, 1999, in VWC File No. 143-94-79 (bilateral CTS) for the weeks of benefits paid from February 4, 1999, to the present, and continuing and that the maximum entitlements were not affected by payments under the 1994 award.

On Review, the claimant challenges the findings that her gamekeeper's thumb had resolved by October 22, 1997, and the evidentiary ruling that evidence from 1999 was not relevant. The employer challenges the Deputy Commissioner's holding that the total compensation allowable for each injury should not be reduced by the number of weeks the claimant received, what it calls, the "combined award."

The medical evidence reveals the claimant treated with Dr. Enrique Silberblatt for her thumb condition and carpal tunnel syndrome. She treated with Dr. Timothy Hormel for her thumb and hand condition. She treated with Dr. Dallas P. Crickenberger for her shoulder.

On March 9, 1993, the claimant treated with Dr. Hormel for a problem with pain in the base of her thumbs and wrists associated with the replacement at work of the hampers. He wrote, "I think that the forced flexion has given her the early onset of a gamekeeper's thumb" and recommended "adjustment of the switching or locking mechanism on the hampers."

Dr. Silberblatt examined the claimant on March 16, 1993, and noted that "Dr. Hormel feels that the extensive strain on the metacarpophalangeal joint of the thumb is what is responsible for her pain. Her pain is localized in that area." He noted her job with hamper springs put a great amount of pressure in the area and recommended she stop. On April 15, 1993, Dr. Silberblatt noted that the claimant's left thumb had gotten better and that her right thumb still bothered her but had improved.

X-rays showed no arthritis in either joint. He wrote: "It is my impression that the spring loaded hitches that she works with her right hand are probably to blame for her discomfort. If she goes back to using those, then the pain will probably return." He recommended she be excused permanently from that aspect of her job.

On April 29, 1993, Dr. Hormel noted that "her gamekeeper's thumbs are both clearly better." He noted the "clear relationship" between the spring loaded hitches and the gamekeeper's thumb and recommended she stop using the hitches. He also stated that the gamekeeper's thumb condition was separate from her carpal tunnel syndrome and had nothing to do with it.

On June 9, 1993, the claimant showed Dr. Silberblatt a sample of the mechanism that was causing her thumb discomfort and a suggested modification. He recommended that the claimant could attempt the job with the new equipment but should rotate jobs and get periodic rests. Dr. Hormel's June 28, 1993, office note reflects that the claimant was still experiencing pain in her thumb. He concurred with Dr. Silberblatt's recommendation that she rotate jobs to limit hand irritation.

On August 23, 1993, Dr. Hormel noted the claimant had major problems with discomfort in her thumb. In a September 20, 1993, letter to the employer's medical supervisor, Dr. Hormel stated that the claimant's diagnosis included de Quervain's type tenosynovitis of the hand. He also noted problems with the thumbs.

In a November 5, 1993, letter to Dr. Silberblatt, Dr. Hormel noted that the claimant was still having significant difficulties with her right thumb. He asked Dr. Silberblatt to examine the claimant to see if he could do anything for her.

Dr. Silberblatt referred the claimant to Dr. Malcolm W. Marks at The Hand and Microsurgery Center, Bowman Gray School of Medicine in Winston-Salem. Dr. March evaluated

the claimant on November 12, 1993, noting problems in the thumbs for several months and a diagnosis of bilateral gamekeeper's thumb. He found full range of motion in all joints with the limitation on thumb abduction and flexion at the MP joint but found no evidence of a nerve compression syndrome. His impression was "right tenosynovitis with trigger phenomenon."

On January 11, 1994, Dr. Silberblatt gave the claimant a five percent impairment of the right thumb and a two percent impairment of the left thumb. On June 27, 1995, Dr. Silberblatt noted that the claimant was having pain at the base of her thumb, had a markedly positive Finkelstein's test and was tender over the first dorsal compartment. The doctor's assessment was de Quervain's tenosynovitis. On June 27, 1995, he wrote that he would see the claimant on an as-needed basis.

In his October 22, 1997, report, Dr. Silberblatt wrote:

Ms. Eggleston is stable as far as the right hand is concerned. She still has things that she cannot do with it because of residual from her carpal tunnel syndrome, but the deQuervain tenosynovitis seems to have subsided.

In an addendum to this report, Dr. Silberblatt wrote:

There is some question as to whether Ms. Eggleston has or ever had a gamekeeper's thumb. She never gave a history to me suggestive of subluxation of the MP joint of either thumb and at present both joints are stable and non-painful.

Dr. Murray Joiner examined the claimant at the request of the employer on December 10, 1997. Dr. Joiner noted that on March 9, 1993, the claimant noticed an increase in her right hand pain especially around her thumb, that a neurologist felt she had trigger thumb secondary to pushing down on spring-loaded hitches with her thumb and a plastic surgeon diagnosed deQuervain's syndrome. The claimant told Dr. Joiner, "In fact, it doesn't hurt that much."

In his October 14, 1998, Attending Physician's Statement, Dr. Silberblatt diagnosed carpal tunnel syndrome and deQuervain's tenosynovitis. He recorded subjective symptoms of "pain in hand & thumb (right) and clinical findings of "tenderness of [right] thumb."

Dr. Silberblatt wrote that the claimant had been under his care for these conditions from July 13, 1990, to October 31, 1995, and that he last examined the claimant for this condition on October 22, 1997. He opined that the condition was work related, that she had moderate limitation of functional capacity and was capable of sedentary activity, that her prognosis was poor, that she had reached maximum medical improvement, and that she had permanent partial impairment. He also wrote: "I am no longer practicing in Virginia - please address these forms to Dr. Hormel."

Dr. Hormel continued to follow the claimant for problems relating to her hands and shoulders. On February 15, 1999, he noted:

She has had some difficulties in the hand, particularly on the right hand side at the base of the thumb. She used to see Dr. Silberblatt for that, but he has moved out of town. She sees Dr. Crickenberger for the shoulder. She has not had to see him for some time, but notes that if the thumb was bad, she would like to see him. I think that is quite reasonable to do.

Dr. Hormel's plan was to "[m]aintain medicines as identified and follow-up with treatment as identified."

On June 24, 1999, Dr. Silberblatt noted that the claimant "gets aches in the [right] thumb and this appears to be a continuation of her DeQuervain tenosynovitis." On examination, he noted no swelling or numbness and that she had a negative Finkelstein's test on the right. He had no equipment to measure grip strength and noted that he had not seen her recently to be able to see a trend one way or the other. He noted that he was not in a good position to do a complete evaluation

of her hands. He referred her back to Dr. Hormel for further treatment and possible referral to a hand surgeon.

In a July 26, 1999, letter to the employer's attorney, Dr. Silberblatt wrote to clarify his June 24, 1999, office note. He wrote:

I am writing to clarify that DeQuervain Tenosynovitis is not the same condition as Gamekeeper's thumb. At the time of Ms. Eggleston's presentment at my office on June 24, 1999, Ms. Eggleston complained of an ache in her right thumb which may be a continuation of her DeQuervain Tenosynovitis. Ms. Eggleston did not have any swelling or numbness at the time of her presentment on June 24, 1999.

As I indicated in the addendum to my office note dated October 22, 1997, I do not believe that Ms. Eggleston has or ever had a diagnosis of Gamekeeper's Thumb. At the time of her appointment at my office on June 24, 1999, Ms. Eggleston did not present with any symptoms consistent with a diagnosis of Gamekeeper's Thumb, nor did my objective findings support such a diagnosis. It continues to be my opinion, to a reasonable degree of medical certainty, that Ms. Eggleston does not have, nor ever had, Bilateral Gamekeeper's thumb.

We shall first discuss the Deputy Commissioner's decision not to consider evidence presented in 1999 relating to the claimant's thumb condition. The Deputy Commissioner held such evidence was not relevant. The specific evidence deemed irrelevant was the claimant's testimony about her thumb pain and Dr. Silberblatt's June 24, 1999, medical report.

The employer notes that the application before the Deputy Commissioner was the employer's application of February 4, 1999, alleging that the claimant's bilateral gamekeeper's thumb had resolved as of October 22, 1997. It reasons that evidence after October 1997 is not material to whether the claimant's condition resolved in October of 1997. It points out that the claimant could file her own change in condition application if she believed her condition regressed.

While this is correct, we find the Deputy Commissioner erred by not considering the post-application evidence. In the case of Turner v. Wilson, 69 OIC 73 (1990), the Commission held that

where an employer files an application alleging that the claimant was able to return to regular work, medical evidence is not limited to reports available at the time of the application but includes all reports available prior to the hearing. This has been followed in later cases. Spicer v. Mary Washington Hospital, VWC File No. 181-51-90 (September 30, 1999), Owens v. Copper Mill Mining Co., VWC File No. 171-19-41, (January 12, 1998). The claimant's condition from October 22, 1997, through the time of the hearing was material to the employer's application and the Deputy Commissioner should have considered the evidence relating to the claimant's thumb condition in 1999.

Although the Deputy Commissioner should have considered the 1999 evidence, we find the record supports his finding because the evidence shows the claimant's thumb condition, whether diagnosed as gamekeeper's thumb or deQuervain's tenosynovitis had resolved by October 22, 1997. The claimant's treating doctor, Dr. Enrique Silberblatt reported the claimant's thumb condition had "resolved" by the October 22, 1997, examination. Dr. Murray Joiner, Jr., who examined the claimant one and one half months later, also did not find the condition disabling. The claimant did not receive treatment for her thumb condition for almost two years. When Dr. Silberblatt examined her one month before the hearing, his report from that examination did not state the claimant was disabled.

The Deputy Commissioner properly did not give decisional weight to Dr. Silberblatt's October 14, 1998, report in which he said the claimant was disabled because Dr. Silberblatt had not recently examined the claimant before he wrote that report. His last examination was the October 22, 1997, examination during which he opined the condition had resolved.

We also agree with the Deputy Commissioner that the employer is not permitted to credit the number of weeks the claimant received benefits under the August 25, 1994, award against the 500 week maximum limit of the carpal tunnel syndrome award and the right shoulder injury award.

The employer argues for the credit, noting that the Opinion listed all three VWC file numbers and that the August 25, 1994, award was entered against all three awards. It further stresses that the Deputy Commissioner held that no one injury was disabling but that the claimant's disability was caused by the combination of all three conditions.

While there is no case or statute directly on point, we find the statutory scheme established under Va. Code § 65.2-503 (E) (2) to be instructive. There, the Act provides that a "combined payment shall count as two weeks against the total maximum allowable period of 500 weeks." Thus, an employer is allowed to count more than one week against the maximum limit only when it makes payment under more than one award.

Here, the employee sustained three separate accidents for which she received three separate awards. Absent simultaneous or multiple payments, the claimant is entitled to receive up to 500 weeks of benefits for each award.

For these reasons, the Opinion below is AFFIRMED.

APPEAL

This Opinion shall be final unless appealed to the Virginia Court of Appeals within thirty days from receipt of this Opinion.

c: Brenda G. Eggleston
60 Old Mill Road
Ridgeway, Virginia 24148

DuPont DeNemours. & Co.
1 DuPont Road

Martinsville, Virginia 24112

E. I. DuPont DeNemours & Co.
National Loss Control Serv Corp.
P. O. Box 5550
Glen Allen, Virginia 23058

COMMONWEALTH OF VIRGINIA
VIRGINIA WORKERS' COMPENSATION COMMISSION
1000 DMV DRIVE, RICHMOND VA 23220

AWARD ORDER
Approval of Agreement

Date of this notice: OCT-01-1993

VWC FILE NO. 162-62-45

DATE OF ACCIDENT MAR-09-1993
CARRIER FILE NO. 225CN030763JS
SOCIAL SECURITY NO. 229-62-9430

Employee:

EGGLESTON, BRENDA G
RT 1 BOX 440
RIDGEWAY VA 24148

Employee's Attorney:

GARY W KENDALL
PO BOX 298
CHARLOTTESVILLE VA
22902-0298

Employer:

DUPONT DENEMOURS, E I & CO
1 DU PONT RD
MARTINSVILLE VA 24112

Carrier:

E I DUPONT DENEMOURS & CO
NATIONAL LOSS CONTROL SERV CORP
PO BOX 7637
ROANOKE VA 24019

Notice to the persons listed above:

SELF INSURED

The Virginia Workers' Compensation Commission has approved your Memorandum of Agreement for the payment of compensation under the Workers' Compensation Act, and in accordance with the provisions of said Act, enters an award for compensation as follows:

\$ 74.35 weekly, during partial incapacity, beginning JUN-13-1993.

The sum of \$500.00 shall be deducted from the compensation awarded and paid directly to Attorney Gary W. Kendall for professional services rendered.

Medical benefits are awarded for as long as necessary.

Please note that payment is made directly by the insurance carrier, and is NOT paid for the first week (7 days) following the injury, unless the total period of disability exceeds three weeks (21 days). If your injury produces permanent disability, a final medical report should be obtained.

VIRGINIA WORKERS' COMPENSATION COMMISSION

AWARD ORDER
Approval of Agreement

Claims Processing Department
Form VWC-4B (rev. 8/4/92)

Date of this notice: OCT-01-1993
TDW 162-62-45

VIRGINIA WORKERS' COMPENSATION COMMISSION

1000 DMV Drive, Richmond, VA 23220

VWC File No. 162-62-45

CLAIM FOR BENEFITS

Carrier No. _____

INSTRUCTIONS: You must file this form with the Virginia Workers' Compensation Commission as soon as possible. Complete as many of the questions as you can. If you don't know an answer, write "unknown". If your claim has been denied, enclose a copy of the denial letter.

Employee BRENDA L. EGGLESTON Soc. Sec. # 229-62-9430

Address RT#1 Box 440 Phone # (703) 956-2352

RIDGEWAY, VA 24148
Zip Code

Employer: E I DuPont Phone # (202) 666-5000

Address: 1 DuPont Rd, Martinsville VA 24112
Zip Code

Carrier: KEMPER

Address: PO Box 2637, ROANOKE, VA 24019

My claim is for: Injury by Accident / Occupational Disease

1. INJURY BY ACCIDENT- If you are seeking benefits for an injury by accident answer (a), (b), (c), (d) and (3):

(a) Date of accident: _____, 19__

(b) Place where accident occurred: _____
(City or County) (State)

(c) Injuries: _____

(d) How accident occurred: _____

2. OCCUPATIONAL DISEASE- If you are seeking benefits for an occupational disease please answer (a), (b), (c), (d), (e) and (3):

(a) Nature of occupational disease: Bilateral Gamekeepers Thyr.

(b) Date doctor first told you disease was work related: 3/9/93

(c) Name of doctor: T. Horne / E. Silberblatt (now Attor phy

(d) Dates you worked for this employer: 2/28/73 thru 11/30/93

(e) If the employer where you were last exposed to what caused the disease is different from employer listed above, provide the name and address of that employer: _____

-OVER-

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**VIRGINIA:
IN THE WORKERS' COMPENSATION COMMISSION**

BRENDA G. EGGLESTON, Claimant

**Opinion by GORMAN
Deputy Commissioner**

**v. VWC File No. 162-62-45
 143-94-79
 149-63-96**

AUG 2 5 1994

**E. I. DU PONT DE NEMOURS & COMPANY, Employer
E. I. DU PONT DE NEMOURS & COMPANY
NATIONAL LOSS CONTROL SERVICE CORP., Insurer**

**Gary W. Kendall, Esquire
P. O. Box 298
Charlottesville, Virginia 22902-0298
for the Claimant.**

**James P. Naughton, Esquire
951 E. Byrd Street
Richmond, Virginia 23219-4074
for the Defendants.**

**Hearing before Deputy Commissioner Gorman in Martinsville,
Virginia, on July 13, 1994.**

PRESENT PROCEEDING

**By application filed December 8, 1993 the claimant alleges a
change in condition in the above-captioned cases and seeks an
additional period of temporary total disability benefits beginning
December 1, 1993 through the present and continuing.**

DEFENSES

**The matter is defended on the ground that the claimant is not
totally disabled, has not marketed her residual capacity and an
assessment of attorney's fees is not warranted.**

STIPULATIONS

By agreement, the interrogatory answers are made part of the record.

EVIDENTIARY SUMMARY

The claimant testified that she sustained several work related problems in 1988 and as a result of these problems, consisting of bilateral carpal tunnel syndrome and right shoulder problems, she was given different jobs by her employer, some of which involved lower pay. On one of these jobs she was required to hitch hampers of waste and yarn to a jeep and this led to gamekeepers thumb as a result.

On November 30, 1993 she was terminated for medical reasons when she was determined not able to do the job driving the jeep seven days per week in accordance with the recommendations of her doctor. Claimant testified she began looking for work within her limitations of no heavy or repetitive lifting with limited grasping and no overhead work. She registered with the Virginia Department of Rehabilitative Services as well as the Virginia Employment Commission, reviewed newspapers in order to obtain job leads and met with a rehabilitation specialist. Claimant's job search records beginning December through July are set forth as Claimant's Exhibit No. 1 and reveal approximately three to four contacts each week. These contacts have produced approximately four interviews for jobs as well as a number of face-to-face contacts. When

approaching prospective employers claimant testified she would not tell them about her disability unless they asked questions about it and tried to look for a variety of jobs within her limitations. Additionally the Virginia Employment Commission records, set forth as Claimant's Exhibit No. 2, detail eleven contacts in two days in July. In addition she has sent approximately thirty resumes to various employers in the first five months of her job search without any response. It was her testimony that she frequented the Virginia Employment Commission several times a month in order to check for leads.

The medical record reveals an analysis by Dr. Enrique A. Silberblatt. It was his conclusion that the claimant being a right-handed person had an impairment of her right thumb of five percent and an impairment of the right hand of two percent (2%). Additionally claimant has mild entrapment neuropathy of the right median nerve and an extra-digital nerve injury resulting in a total impairment of the right arm of twelve percent (12%). Likewise, he diagnosed a left thumb impairment of two percent (2%). Additionally, claimant is experiencing mild entrapment neuropathy of the left median nerve at the wrist and extra-digital nerve injury resulting in a total impairment of the left arm of eleven percent (11%). A note from Dr. Dallas P. Crickenberger addressed claimant's right shoulder difficulties. He noted that her range of motion in the shoulder exceeds that of a mild loss of motion. In

his opinion the whole symptom complex regarding the symptoms of the right should "would rate her as 4% permanent physical impairment."

ISSUES

Whether the claimant is entitled to temporary total disability benefits beginning December 1, 1993 through the present and continuing.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

From the evidence we find that the claimant continues to have marked physical restrictions as revealed by the medical records and her own testimony at hearing. Claimant's physical limitations are the result of bilateral gamekeepers thumb, bilateral carpal tunnel syndrome and right shoulder problems. As a result of her physical limitations she was provided some light duty work with the employer but this did not prove to be consistent with her abilities and accordingly she was terminated from employment for physical reasons. Given this circumstance, we find ample justification for finding that the claimant, although certainly capable of performing limited work, is not able to perform her pre-injury or even light duty work provided by her employer.

We turn then to the question of marketing. In this regard we find ample evidence both from the claimant's own records as well as her testimony of excellent efforts to secure alternative employment after her discharge from Du Pont. While some objection may be raised that her efforts were not as intensive or as well thought

out as one might have hoped, viewed as a whole her efforts to secure employment by routinely using the Virginia Employment Commission as a resource as well as other agencies amply complies with the requirements of law and the standards set forth in National Linen Service v. McGuinn, 8 Va. App. 267, 380 S.E.2d 31 (1989).

On the question of sanctions, given the representations of counsel we are not inclined to impose sanctions in this instance. Nevertheless, we note that the evidence of marketing clearly predominates in claimant's favor and that this defense appears plainly unavailing in light of the information available even prior to the hearing. Nevertheless, no sanctions will be imposed in this case.

Accordingly, the following award shall enter.

AWARD

An award is hereby entered in behalf of Brenda Eggleston versus E. I. Du Pont De Nemours & Company, Inc. for the payment of temporary total disability benefits in the weekly amount of \$371.71 beginning December 1, 1993 through the present and continuing.

In addition to the compensation awarded, the employer shall continue to be responsible for the reasonable cost of medical care causally related to the claimant's compensable conditions.

This matter is hereby REMOVED from the Hearing Docket.

HUNTON & WILLIAMS

ATLANTA, GEORGIA
BRUSSELS, BELGIUM
FAIRFAX, VIRGINIA
KNOXVILLE, TENNESSEE
NEW YORK, NEW YORK

RIVERFRONT PLAZA, EAST TOWER
951 EAST BYRD STREET
RICHMOND, VIRGINIA 23219-4074

NORFOLK, VIRGINIA
RALEIGH, NORTH CAROLINA
WARSAW, POLAND
WASHINGTON, D. C.

WOOD W. LAY

TELEPHONE (804) 788-8200
FACSIMILE (804) 788-8218

Client No.: 28148.567
Telephone No.: (804) 788-7226
Telecopy No.: (804) 788-8218

September 6, 1994

BY TELECOPY AND MAIL

Gary W. Kendall, Esquire
Michie, Hamlett, Lowry,
Rasmussen & Tweel, P.C.
P. O. Box 298
Charlottesville, Virginia 22902-0298

Brenda G. Eggleston v. DuPont
VWC File Nos. 162-62-45, 149-94-79, and 149-63-96

Dear Gary:

I received Deputy Commissioner Gorman's decision in the above case last week. My understanding from the July 13, 1994 hearing is that DuPont does not have to pay the \$831.00 a month Ms. Eggleston is receiving from her incapability pension until the Commission determines whether an offset is appropriate. Moreover, DuPont will not be penalized under Va. Code § 65.2-524 or any other provision for the failure to pay those benefits.

If you believe the above is incorrect, please call me immediately. We also need to discuss how to resolve this dispute. My initial thoughts are that we can address these issues with briefs and affidavits. Thus, a hearing would not be necessary.

Sincerely,

Wood W. Lay
Wood W. Lay

WWL/bsc

cc: Deputy Commissioner Richard F. Gorman, III ✓
James P. Naughton, Esquire

ATLANTA, GEORGIA
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FAIRFAX, VIRGINIA
KNOXVILLE, TENNESSEE
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WOOD W. LAY

Client No.: 28148.567

Telephone (804) 788-7226
Telex No. (804) 788-8218



September 6, 1994

Deputy Commissioner Richard F. Gorman, III
Virginia Workers' Compensation Commission
1000 DMV Drive
Richmond, Virginia 23220

Brenda G. Eggleston v. DuPont

VWC File Nos. 162-62-45, 149-94-79, and 149-63-96

Dear Deputy Commissioner Gorman:

I received your opinion in the above matter. Pursuant to the agreement on the record from the July 13, 1994 hearing, I have instructed my client to withhold the \$831.00 a month Mrs. Eggleston receives monthly from her incapability pension. My understanding from the hearing is that DuPont will not be penalized under Va. Code § 65.2-524 or any other provision for the failure to pay those benefits.

Please notify me immediately if the above is incorrect. I am currently attempting to discuss with Mr. Kendall how to resolve the offset issue. Thank you for your attention to this matter.

Sincerely,

Wood W. Lay

WWL/bsc

cc: Gary W. Kendall, Esquire
James P. Naughton, Esquire

HUNTON & WILLIAMS

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951 EAST BYRD STREET

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NEW YORK, NEW YORK

WOOD W. LAY

Client No.: 28148.567
Telephone No.: (804) 788-7226
Telecopy No.: (804) 788-8218

September 19, 1994

Deputy Commissioner Richard F. Gorman, III
Virginia Workers' Compensation Commission
1000 DMV Drive
Richmond, Virginia 23220

Brenda G. Eggleston v. DuPont
VWC File Nos. 162-62-45, 149-94-79, and 149-63-96

Dear Deputy Commissioner Gorman:

To confirm our conversation, DuPont is withdrawing its motion for a credit against Ms. Eggleston's workers' compensation award. I reached Gary Kendall by phone this afternoon, and he has no objection to DuPont withdrawing its motion.

DuPont will immediately pay the money it has withheld. It is my understanding that no 20% penalty will be assessed against DuPont.

Please call if you have any questions.

Sincerely,

Wood W. Lay

Wood W. Lay

WWL/bsc

cc: Gary W. Kendall, Esquire
James P. Naughton, Esquire



470

WESLEY G. MARSHALL

ATTORNEY AT LAW

600 WESTWOOD OFFICE PARK
FREDERICKSBURG, VIRGINIA 22401
540-371-4444
540-368-1025 FACSIMILE

ADMITTED IN VIRGINIA AND U.S. SUPREME COURT

March 6, 2000

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Lou-Ann Joyner, Clerk
Virginia Workers' Compensation Commission
1000 DMV Drive
Richmond, Virginia 23220

Re: Brenda Eggleston v. E.I. Dupont De Nemours & Company and
E.I. Dupont De Nemours & Co.
V.W.C. Nos: 143-94-79, 149-63-96, and 162-62-45

Dear Ms. Joyner:

Please treat this letter as the Claimant's Request For Review of the February 28, 2000 opinion of Deputy Commissioner Roach with regard to the above-referenced claims. The employee respectfully requests review of the following findings of fact and conclusions of law of the Deputy Commissioner:

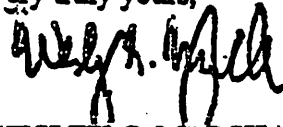
1. The Deputy Commissioner erred in concluding that the Claimant's condition of gamekeeper's thumb had resolved by October 22, 1997.
2. The Deputy Commissioner erred in concluding that any evidence presented in 1999 as to whether she still suffered from pain in her thumb is not relevant to the Claimant's condition in October, 1997, at which time her condition was found to have resolved.
3. The Deputy Commissioner erred in concluding that since the Claimant's gamekeepers's thumb condition had resolved, the employer had the right to have that award terminated.
4. The Deputy Commissioner erred in concluding that the Claimant was disabled only due to two remaining conditions: bilateral carpal tunnel syndrome and her right shoulder injury.
5. The Deputy Commissioner erred in concluding that the Claimant's current award should be modified to a temporary total disability rate of \$306.18 per week, effective February 4, 1999.

WORKERS' COMPENSATION

Lou-Ann Joyner, Clerk
March 6, 2000
Page Two

I would appreciate you referring this claim for entry of a scheduling order on review. Please forward me a transcript of the July 28, 1999 hearing in this matter held in Martinsville, Virginia. The Claimant respectfully reserves the right to note such other exceptions for review as may be identified after receipt of the transcript of hearing. The Claimant also requests an opportunity to be heard in oral argument on this claim before the full Commission.

Very truly yours,



WESLEY G. MARSHALL

WGM:kaj
cc: Ms. Brenda Eggleston
cc: Kimberly R. Hillman, Esquire

**McGUIRE WOODS
BATTLE & BOOTHE LLP**

One James Center
901 East Cary Street
Richmond, Virginia 23219-4030
Telephone/TDD (804) 775-1000 • Fax (804) 775-1061

Kimberly R. Hillman
krhillma@mwbb.com

Direct Dial: 804-775-1127
Direct Fax: 804-698-2153

March 16, 2000

VIA HAND DELIVERY

Lou-Ann Joyner, Clerk
Virginia Workers' Compensation Commission
1000 DMV Drive
Richmond, Virginia 23220

RE: Brenda Eggleston v. E.I. Dupont De Nemours & Co.
VWC Nos: 143-94-79, 149-63-96 and 162-62-45

Dear Ms. Joyner:

On behalf of the Employer and pursuant to Va. Code § 65.2-705(A) and Rule 3.1 of the Rules of the Workers' Compensation Commission, I am writing to request that you please accept this letter as Employer's Request for Review of Deputy Commissioner Roach's February 28, 2000 opinion relating to the above referenced claims. Please accept this Request for Review as an original appeal, not a cross-appeal, as Employer believes that it is the aggrieved party.

The Employer respectfully requests review of the following findings of fact and conclusions of law of the Deputy Commissioner:

1. The Deputy Commissioner erred in concluding that, with the exception of Va. Code §65.2-502, the Act does not provide for counting simultaneous payments resulting from separate injuries as more than one week of disability benefits against the maximum allowable period of 500 weeks.
2. The Deputy Commissioner erred in concluding that the claimant's entitlement to temporary total disability benefits based upon each individual injury should not be reduced by the number of weeks that the claimant has been receiving the combined award.
3. The Deputy Commissioner erred in limiting the employer's credit to VWC File No. 162-62-45 (gamekeeper's thumb) to the weeks of benefits paid from December 1, 1993 through February 3, 1999.

VIRGINIA WORKERS
COMPENSATION COMMISSION

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hd MAR 16 '00

Lou-Ann Joyner, Clerk

March 16, 2000

Page 2

4. The Deputy Commissioner erred in limiting the employer's credit to VWC File No. 143-94-79 (carpal tunnel syndrome) to the weeks of benefits paid from February 4, 1999 to the present.
5. The Deputy Commissioner erred by failing to provide the employer any credit to VWC File No. 162-62-45 (shoulder injury).
6. The Deputy Commissioner erred in failing to provide employer a credit against the total 500 weeks of recovery for each separate file (VWC File Nos. 143-94-79, 149-63-96, and 162-62-45) equivalent to the number of weeks the claimant received the combined award.

Please forward a copy of the transcript of the July 28, 1999 hearing on these claims held in Martinsville, Virginia. Employer respectfully reserves the right to note such other exceptions for review as may be identified after receipt of the hearing transcript.

As difficult and complicated issues are presented with regard to the claimant's combined injury and the appropriate allocation of the benefits she has received to date, the Employer requests an opportunity to present oral argument regarding these claims before the full Commission.

Please do not hesitate to contact me should you have any questions. Thank you for your assistance.

Very truly yours,

Kimberly R. Hillman
Kimberly R. Hillman

c.c: Wesley G. Marshall, Esquire

DOCKET FOR	<u>Review</u>	E/B
DATE OF LAST PAYMENT		
APPLICATION FILED	<u>3-16-00</u>	
REFERRED TO DOCKET	<u>3-17-00</u>	
BY	<u>ldj</u>	

VIRGINIA WORKERS'
COMPENSATION COMMISSION

hd MAR 16 '00

CHARGE # 15

COMMONWEALTH OF VIRGINIA -
DEPARTMENT OF WORKMEN'S COMPENSATION
INDUSTRIAL COMMISSION OF VIRGINIA
P. O. BOX 1794-RICHMOND, VIRGINIA 23214

MAR 13 1990

Case of BRENDA EGGLESTON

EMPLOYER'S FIRST REPORT OF ACCIDENT

File No.

(Every question must be answered)

Employer	1. Name of Employer <u>E. I. du Pont de Nemours & Co., Inc.</u> Phone No. <u>(703) 666-5000</u> 2. Address: No. and St. <u>P. O. Box 4831, DuPont Rd.</u> City <u>Martinsville</u> State <u>VA</u> Zip <u>24115-483</u> 3. Location, if different from mail address <u>Coupled</u> 4. Insured by: Name of Company <u>NATLSCO</u> Policy No. <u>716200</u> 5. Nature of business (or article manufactured) <u>Manufacturer of nylon</u> EH: <u>1-1-89/90</u>
Time and Place	6. (a) Location of plant or place where accident occurred <u>Henry County</u> (City or County) State if employer's premises (b) If injured in a mine, did accident occur on surface, underground, shaft, drift or mill 7. (a) Date of Injury <u>9/26</u> 19 <u>89</u> Day of week <u>Tue.</u> Hour of day <u>1756</u> A.M. <input checked="" type="checkbox"/> P.M. (b) Was injured paid in full for day he was injured? <u>Yes</u> 8. Date incapacity began <u>9/26</u> 19 <u>89</u> A.M. P.M. 9. Was injured paid in full for day incapacity began? <u>Yes</u> 10. When did you or foreman first know of accident? <u>9/26/89</u> 11. Name of foreman <u>Caye Hardie</u>
Injured Person	12. Name of injured <u>Brenda</u> <u>L.</u> <u>Eggleston</u> <u>229-62-9430</u> (First Name) (Middle Name) (Last Name) (Social Security No.) 13. Address: No. and St. <u>Rt. 1, Box 440</u> City <u>Ridgeway</u> State <u>VA</u> <u>24148</u> 14. Check (✓) Married <input checked="" type="checkbox"/> Single <input type="checkbox"/> Widowed <input type="checkbox"/> Widower <input type="checkbox"/> Divorced <input type="checkbox"/> Male <input type="checkbox"/> Female <input checked="" type="checkbox"/> No. of Dependent Children <u>1</u> 15. Age <u>40</u> Did you have on file employment certificate or permit? <u>Yes</u> 16. (a) Occupation when injured <u>P.O.C.</u> (b) Was this his or her regular occupation? <u>Yes</u> In what department regularly employed? <u>Split Finishing Area</u> 17. (a) How long employed by you? <u>15 Yrs.</u> in present job? <u>16 Mos.</u> (b) Piece or time worker <u>Time</u> (c) Wages per hour \$ <u>11.10</u> 18. (a) No. hours worked per day <u>8</u> (b) Wages per day \$ <u>88.80</u> (c) No. days worked per week <u>5</u> (d) Average weekly earnings \$ <u>444.00</u> (e) Work week starts on <u>Sun. 0001</u> ends on <u>Sat. 2400</u> Hrs. Time shift started <u>1756</u> A.M. P.M. (g) If board, lodging, fuel or other advantages furnished in addition to wages, give estimated value per day, week or month
Cause of Injury	19. Machine, tool or thing causing injury <u>Lifting - Bending</u> 20. Kind of power, (hand, foot, electrical, steam, etc.) <u>N/A</u> 21. Part of machine on which accident occurred <u>Not Machine Related</u> 22. (a) Was safety appliance or regulation provided? <u>Yes</u> (b) Was it in use at time? <u>Yes</u> 23. Was accident caused by injured's failure to use or observe safety appliance or regulation? <u>No</u> 24. Describe fully how accident occurred, and state what employee was doing when injured <u>- Loading pirns on buggies. Pirns weigh 1.0 pound each.</u> <u>- Pushing buggies.</u> 25. Name and address of witness <u>N/A</u>
Nature of Injury	26. Nature of injury (describe exact location of amputation or fractures, right or left) <u>Carpal Tunnel - right wrist</u> 27. Probable length of disability <u>N/A</u> 28. Has injured returned to work? If so, date and hour At what wage \$ 29. At what occupation? <u>Pirn Prep Operator</u> 30. (a) Name and address of physician <u>Dr. Harmel</u> <u>797</u> (b) Name and address of hospital <u>Roanoke</u>
Fatal Cases	31. Has injured died? <u>No</u> <u>1366</u> If so, give date of death
Date of this report	<u>2/28/90</u> Firm Name <u>E. I. du Pont de Nemours & Co., Inc.</u> Signed by <u>F. L. Vest</u> Official Title <u>Safety Supervisor</u>

THOMAS J. MICHIE
LEROY R. HAMLETT, JR.
EDWARD S. LOWRY
BRUCE D. RASMUSSEN
RONALD A. TWEEL
CARY W. KENDALL
JOHN W. LITTLE
KEVIN W. RYAN
ELIZABETH A. CSUCHTER
JAMES P. COX III
L. RANDALL RALSTON
ROBERT W. JACKSON
PETER MONTGOMERY
EDMUND R. MICHIE
DENISE E. LINDFORD

ATTORNEYS AT LAW

500 COURT SQUARE SUITE 300

P. O. BOX 298

CHARLOTTESVILLE, VIRGINIA 22902-0298

(804) 977-3390

DIRECT DIAL (804) 980-9511

TELECOMER
804-295-0681

December 21, 1990

James R. Stafford
Kemper Insurance
P. O. Box 7637
Roanoke, Virginia 24019-0637

ENTER FILE: 1502

Re: Claimant: Brenda Eggleston
Claim No.: 225 CN 014480 W 225 JRS
Date of Loss: 9/28/89
Insured: E. I. DuPont DeNemours & Co.

Dear Mr. Stafford:

Enclosed are the Memorandum of Agreement and Agreed Statement of Fact which Brenda Eggleston has signed. In accordance with our last telephone conversation concerning her Average Weekly Wage, the AWW amount has been changed together with the calculations based on the AWW. If you have any questions about this please feel free to call me.

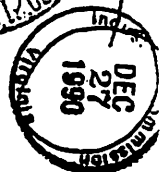
Sincerely yours,

Kevin W. Ryan

KWR:mkj

The average weekly wage and compensation rate have been corrected to reflect the claimant's correct wage. Please accept this change.

Jan 21 1991
815



COMMONWEALTH OF VIRGINIA

DEPARTMENT OF WORKMEN'S COMPENSATION
INDUSTRIAL COMMISSION OF VIRGINIA
RICHMOND

225-CN-14480-N JS

IC 143-94-79

BRENDA L EGGLESTON Employee
E I DUPONT DE NEMOURS & CO Employer
NATIONAL LOSS CONTROL SERVICE CORP Insurance Carrier

MEMORANDUM OF AGREEMENT
AS TO
PAYMENT OF COMPENSATION

We BRENDA L EGGLESTON residing at RT 1 BOX 440
(Name of Employee or Dependant) (Number and Street)
City or Town RIDGEWAY State VA 24148

and E I DU PONT DE NEMOURS & CO
(Name of Employer)
Office address P O BOX 4831 MARTINSVILLE, VA 241154831
(Number and Street) (City or Town) (State)

have reached an agreement in regard to compensation for the injury sustained by said employee and submit the following statement of facts relative thereto:—

Date of injury 9-28-89 Date disability began 9-19-90

Nature of injury BILATERAL CARPAL TUNNEL SYNDROME

Place of accident MARTINSVILLE, VA

Cause of accident EMPLOYEE LOADING FIRMS ON BUCKLES WEIGHING 1# EACH AND PUSHING BUCKLES
REPETITIVE MOTION CARPAL TUNNEL RIGHT WRIST - (Repetitive heavy Lifting - SMO)

Probable length of disability _____

The terms of this agreement under the above facts are as follows:

That the said BRENDA L EGGLESTON shall receive compensation at the rate of \$ 306.19 per
week based upon an average weekly wage of \$ 459.27 and that said compensation shall be payable
WEEKLY

from and including the 26TH day of SEPTEMBER 1990 until

terminated in accordance with the provisions of the Workmen's Compensation Law of the State of Virginia

Larry A Eggleston Witness Brenda L Eggleston Dependant

RT. 1 Box 440 RIDGEWAY, VA. 24148 Address E I DU PONT DE NEMOURS & CO Employer

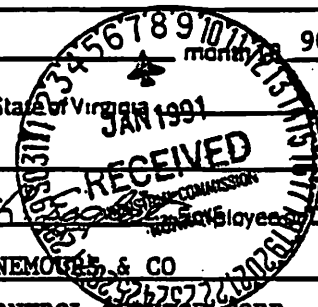
Barbara Clark Witness NATIONAL LOSS CONTROL SERVICE CORP Carrier

John L. Og Address _____ Adjusting Company

Approved by _____ By John L. Og

Title Branch Office Claim Manager

Date of Approval _____ Date of Agreement 12-19-90



Department of Workers' Compensation
Industrial Commission of Virginia
P. O. Box 1794
Richmond, VA 23214

225-CN-14480-JS

BRENDA L EGGLESTON

Employee

IC Claim Number 143-94-79

AND
E I DU PONT DE NEMOURS & CO

Employer

Date of Accident 9-28-89

Agreed Statement of Fact

Check One:

It is agreed that the employee:

1. ☒ a. Returned to work

☐ b. Was able to return to work

2. ☐ Reached maximum medical improvement. (Supplemental Memorandum of Agreement for Permanent Partial Disability must be attached.)

For ICV Office Use Only
Approved - Award Terminated

Effective 10-30-91

Approved By [Signature]

on 10-31-, 19 90, at an average weekly wage of \$ ~~427.15~~ 459.27

The outstanding award is terminated on the above date subject to approval by the Industrial Commission. The employee may reopen the claim pursuant to Sec. 65.1-99. SEE NOTE BELOW.

Total compensation paid \$ ~~203.40~~ 1837.14 at \$ ~~284.77~~ 513.91 per week from 9-26-90 through 10-30-90

Date of Agreement 12-19-90

NATIONAL LOSS CONTROL SERVICE CORP

Employer or Insurer

by [Signature]

Branch Office Claim Manager

[Signature]
Witness to Employee's Signature

[Signature]
Employee

Total COLA paid \$ _____ from _____ through _____

NOTE: The signing of the above agreement is not a requirement for payment. This agreement is neither a receipt for money nor a release of claim. Should further disability result, the claim can be reopened by written application received by the Industrial Commission within 24 months from the last date for which compensation was paid to make claim for wage loss benefits, or within 36 months from the last date for which compensation was paid to make claim for permanent disability benefits. However, at a hearing on the application, compensation cannot begin more than 90 days prior to the date of filing.



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VIRGINIA:
IN THE INDUSTRIAL COMMISSION

BRENDA L. EGGLESTON, Claimant

Opinion by COSTA
Deputy Commissioner

v. Claim No. 143-94-79

JAN 09 1991

E. I. DUPONT DENEMOURS & COMPANY, Employer
-Self-Insured-

Gary W. Kendall, Esquire
P.O. Box 298
Charlottesville, VA 22902
for the Claimant.

James C. Joyce, Jr., Esquire
P.O. Box 1018
Roanoke, VA 24005
for the Defendants.

Hearing before Deputy Commissioner Costa at Martinsville,
Virginia, on December 6, 1990.

This claim is before the Commission upon the claimant's
application filed September 13, 1990, alleging an occupational
disease, specifically, bilateral carpal tunnel syndrome.
Subsequent to this matter being docketed, the parties executed
Memorandum of Agreement/Agreed Statement of Fact forms. Given the
submission of those forms, further proceedings are unnecessary.

An award shall enter.

A W A R D

An award is hereby entered in behalf of Brenda L. Eggleston
against E. I. DuPont DeNemours & Company, self-insured, providing
for temporary total disability benefits pursuant to Virginia Code
§65.1-54 from September 26, 1990 to October 30, 1990, inclusive,
payable at a \$306.18⁸ weekly rate, based upon a \$459.27 average

weekly wage. All compensation under the award having accrued, it shall be paid in one lump sum directly to the claimant.

From claimant's accrued compensation, \$104.80 shall be deducted and paid directly to Gary W. Kendall, Esquire, for legal assistance rendered. In the event that benefits have already been paid to the claimant, Attorney Kendall should then look to his client directly for payment of the approved fee.

The defendant employer shall be responsible for all reasonable and necessary medical care occasioned by the claimant's occupational disease for as long as necessary.

This case is ordered removed from the hearing docket.

3. GENERAL INFORMATION-Please complete all questions:

(a) Have you ever received an award for compensation benefits for this accident or occupational disease. (Circle) Yes No

If yes, give the date for which compensation was last paid _____

(b) My average weekly wage at time of accident or diagnosis of disease was: \$ 480.00

(c) I am now seeking the following benefits:

☒ Compensation for wage loss and medical benefits. Dates of disability: _____
(List all periods of disability)

☒ Compensation for partial wage loss and medical benefits. (Attach a separate sheet showing each week's wages for which temporary partial compensation are claimed)

☒ Permanent disability benefits. (Attach the medical report which states the permanency rating)

☒ Payment of lifetime medical benefits. ~~_____~~

☒ Payment of medical bill(s). (Attach copies of bills)

☐ Death benefits:

☐ Funeral and dependent benefits. (Attach: (1) copies of birth certificates for each dependent child for whom benefits are sought, (2) a copy of marriage license if spouse's benefits are sought, (3) a copy of the death certificate, and (4) funeral bill).

☐ Funeral expenses only. (Attach a copy of funeral bill)

☐ Other: _____

4. Do you request a hearing? (Circle) Yes No

Signature of Claimant Brenda L. Eggleston Date 7/13/92

Address Rt #1 Box 440 Telephone (703) 956-2352

Ridgeway, VA 24148

DO NOT COMPLETE BELOW THIS LINE-OFFICE USE ONLY

Date Claim filed _____ Date compensation last paid _____

Docket for _____ Date referred to Docket _____ By _____

1. _____

2. _____

1349

1566

-104-



Use Of This Form Is Required Under The Provisions Of The Workmen's Compensation Act

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF WORKMEN'S COMPENSATION

INDUSTRIAL COMMISSION OF VIRGINIA
P.O. BOX 1794 - RICHMOND, VIRGINIA 23214

ATTENDING PHYSICIAN'S REPORT

Case No. _____
Case of _____

All questions in this blank should be answered and the report should contain an account of all injuries, no matter how trivial. Fill out blank in ink using pen or typewriter and mail promptly to the employer or the Claim Office of the Insurance carrier.

1. NAME OF INJURED EMPLOYEE (Print, include index, last) BRUNDA L. EGGLESTON		2. EMPLOYER'S HOME ADDRESS (Number and street, city, state, zip code) Rt. 1 Box 440 RIDGEWAY VA 24148	
3. NAME OF EMPLOYER E.I. DUPONT DE NEMOURS		4. DATE OF FIRST VISIT (Mk., day, yr) 4/22/49	
5. DATE OF INJURY (Mk., day, yr) 9/28/89		6. SEX Fe	
7. EMPLOYER'S ADDRESS (Number and street, city, state, zip code) DUPONT ROAD MARTINSVILLE 24112		8. WHO AUTHORIZED TREATMENT UNAVAILABLE	
9. DATE DISCHARGED (Mk., day, yr)		10. WHO AUTHORIZED TREATMENT	

11. EMPLOYER'S ACCOUNT OF HOW INJURY OR EXPOSURE TO OCCUPATIONAL DISEASE OCCURRED Carpal Tunnel Syndrome from repetitive heavy lifting	
12. FINDINGS UPON EXAMINATION INCLUDE RESULTS OF X-RAYS, LABORATORY STUDIES, ETC. NOTE FROM INJURY AND PRE-EXISTING CONDITIONS AND ANY REMARKS AND RECOMMENDATIONS ON THE REVERSE OF THIS FORM Bilateral Carpal Tunnel Syndrome * See ATTACHED office note of 7/13/90	
13. DIAGNOSIS Bilateral Carpal Tunnel Syndrome	

14. IS DIAGNOSED COMMON DUE TO OCCURRENCE DESCRIBED IN ITEM 11? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF "NO", EXPLAIN ON REVERSE OF THIS FORM		15. NATURE OF TREATMENT See attached notes and prescriptions	
16. DATES OF YOUR TREATMENT (Mk., day, yr) 7/13/90 7/31/90 8/21/90 9/11/90		17. WAS EMPLOYEE HOSPITALIZED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF "YES", give name and address of hospital in item 13	
18. WERE X-RAYS TAKEN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF "YES", give results in item 13		19. GIVE (1) NAMES (2) ADDRESSES AND (3) DATES OF TREATMENTS PROVIDED BY HOSPITALS OR OTHER DOCTORS FOR THIS INJURY Lewis Gale Clinic, Dr. Timothy Hornel 1802 Breckinridge Drive SALEM, VA 24153	

20. WAS THERE DISABILITY FOR WORK? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF "YES", answer 20-A & B A. DATE DISABILITY BEGAN 7/13/90 B. DATE ABLE TO RETURN TO WORK (Mk., day, yr) 10/11/90 C. DATE ABLE TO RETURN TO REGULAR WORK (Mk., day, yr) 11/15/90		21. WILL THERE BE PERMANENT DEFECT OR DISMEMBERMENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF "YES", describe nature and extent of same, estimate loss of function in % terms Contract also Dr. Hornel	
--	--	--	--

22. NAME OF ATTENDING PHYSICIAN (Type or print) Enrique A. Silberblatt, M.D. (550)		23. ADDRESS (Number and street, city, state, zip code) 1030 S. Jefferson Street KODAKE VA 24016	
24. I CERTIFY THAT I PERSONALLY EXAMINED THE PATIENT Signature: <i>Enrique A. Silberblatt</i> M.D. 1527		25. DATE OF THIS REPORT 9/11/90	

MICHIE, HAMLETT, LOWRY, RASMUSSEN & TWEEL, P.C.

ATTORNEYS AT LAW

500 COURT SQUARE, SUITE 300

P.O. BOX 298

CHARLOTTESVILLE, VIRGINIA 22902-0298

TELEPHONE: (804) 977-3390

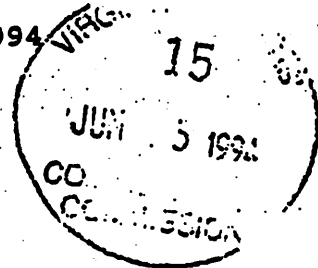
FACSIMILE: (804) 295-0661

DIRECT DIAL:

THOMAS J. MICHIE
LEROY R. HAMLETT, JR.
EDWARD S. LOWRY
BRUCE D. RASMUSSEN
RONALD R. TWEEL
GARY W. KENDALL
JOHN V. LITTLE
KEVIN W. KIRK
ELIZABETH R. COUGHER
JAMES R. COX II
ROBERT W. JACKSON

PETER MCINTOSH
EDMOND R. MICHIE
DENISE T. LINDFORD
DAVID L. RANBLE
S. STEPHANIE COMMANDER
CARLETT M. SMITH
APRIL R. FLETCHER

May 28, 1994



Kemper Insurance Company
Attn: Regina Collins
6701 Peters Creek Road
Roanoke, VA 24019-0637

RE: Brenda Eggleston v. E. I. DuPont de Nemours & Co., Inc.
VWC File No.: 162-62-45; 147

Dear Ms. Collins:

As you know, this law firm Mrs. Eggleston was required to go to Martinsville Memorial Hospital on Ma This emergency room visit was related related injuries for which an award i Mrs. Eggleston has submitted this bil pay the ER visit.

I hereby make a formal dema: immediately. If this bill is not pai we will request a hearing before the appropriate sanctions, penalties and against the carrier for its failure a bill.

Please contact me if you have any questions.

Yours very truly,

Gary W. Kendall
Gary W. Kendall

GWK/evf
Enclosure

cc: Wood Lay, Esquire
Virginia Workers' Compensation Commission
Brenda Eggleston

553

MEMORIAL HOSPITAL OF MARTINSVILLE & HENRY COUNTY
320 Hospital Drive, P. O. Box 4788
Martinsville, VA 24115-4788

EMERGENCY ROOM

DATE: March 22, 1994

TIME: 2318

PATIENT: Eggleston, Brenda

ER # 327261

HISTORY AND PHYSICAL: This 44-year-old white female presents here in the Emergency Room complaining of right shoulder pain. She states it has been bothering her ever since her injury in November 1990. She states it's gotten a little worse this evening. She denies any specific injury or trauma.

PHYSICAL EXAMINATION: At this time, she is awake, alert, verbalizing appropriately. Vital signs stable. She is minimally hypertensive, afebrile. Exam of the shoulder reveals no erythema, no fullness. She does have pain with ROM. No AC point tenderness. Bicipital groove is non-tender. Grip strength is 5/5. Sensory intact. DTRs: 2+ Radial pulse is 2+.

ASSESSMENT AND PLAN: RIGHT SHOULDER STRAIN

Patient is given four Lortab to go. She is given prescription for 10 more, 1-2 q.6h., instructed may cause drowsiness, rest at home. She has an appointment to see an orthopedist surgeon back up in Roanoke, return if worsens.

SIGNED: 

Bruce E. Mazurek, M.D.

BEM/dbw

D: 03/23/94

T: 03/23/94

MICHIE, HAMLETT, LOWRY, RASMUSSEN & TWEEL, P. C.

ATTORNEYS AT LAW

300 COURT SQUARE, SUITE 300

P. O. BOX 298

CHARLOTTESVILLE, VIRGINIA 22902-0298

TELEPHONE: (804) 977-3390

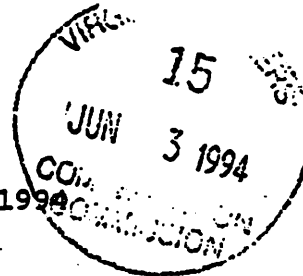
FACSIMILE: (804) 295-0681

DIRECT DIAL

THOMAS J. MICHIE
LEROY A. HAMLETT, JR.
EDWARD S. LOWRY
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RONALD A. TWEEL
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PETER MCINTOSH
EDMUND A. MICHIE
DENISE E. LINDSFORD
DAVID S. RANDLE
S. STEPHANIE COMMANDER
CARLETT M. SMITH
APRIL A. FLETCHER

May 31, 1994



Lou-Ann Joyner, Clerk
Workers' Compensation Commission
1000 DMV Drive
Richmond, VA 23220

RE: Brenda Eggleston v. E. I. DuPont de Nemours & Co., Inc.
WVC File Nos.: 162-62-45; 143-94-79 and 149-63-96

3

Dear Sirs:

I enclose the Claimant's Answers to Interrogatories propounded by the Employer, E. I. DuPont de Nemours & Co., Inc. In addition, I respectively request the following:

1. The Change in Condition Notice sent to the Commission on March 4, 1994 included only the VWC File No. 162-62-45. The Claimant, however, has three outstanding awards pending in the Commission VWC File No. 162-62-45 is for GameKeepers Thumb; VWC File No. 143-94-79 is for her carpal tunnel syndrome and VWC File No. 149-63-96 is for her shoulder injury. An award has been entered in all three cases. E. I. DuPont has now terminated the Claimant's employment. Her dismissal results from all three injuries and not only from the thumb injury for which the Notice of Hearing was set. This was reported to the Commission in another letter dated March 21, 1994, however, no specific claim numbers were given to the Commission. Accordingly, we would ask that all three claims be referenced in the hearing presently pending for July 7, 1994.

2. Claimant further amends its Request for a Hearing to include a request for attorney fees and costs in having to pursue this claim. Claimant believes that the defense of the carrier is frivolous. Attached to the Claimant's Answers to Interrogatories is the evaluation and recommendation of DuPont's physician, Dr. Layton, (a separate copy of this report has been attached to this letter.) As you can see from this report filed by the DuPont company physician, he also agrees that Mrs. Eggleston is disabled and unable to perform any job at the DuPont plant as a result of her injuries. The cost to the Claimant to prosecute this claim,

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Lou-Ann Joyner
May 31, 1994
Page Two

to engage in extensive discovery, and to prepare for and attend a hearing is unreasonable and unnecessary. In addition, the Employer is acting in bad faith in its failure and/or refusal to pay this claim. Accordingly, Claimant requests that the Hearing Notice also be amended to include a request that attorney fees, costs, sanctions, penalties and interest be awarded against E. I. DuPont as a result of DuPont's failure to pay benefits from the date Mrs. Eggleston was terminated from employment with DuPont, November 30, 1994

Thank you for your consideration in these matters.

Yours very truly,

Gary W. Kendall
Gary W. Kendall

GWK/evf
Enclosure

cc: Wood Lay, Esquire
Hunton and Williams
951 Easy Byrd Street
Richmond, VA 23219

Brenda Eggleston
Route 1, Box 440
Ridgeway, VA 24148

DOCKET FOR	Warrenton EIB
DATE OF LAST PAYMENT	7-29-92
APPLICATION FILED	6-3-94
REFERRED TO DOCKET	6-10-94
BY	Ba

C.P.1

E. I. DU PONT DE NEMOURS & COMPANY (INC.)
Physical Examination Report

CONFIDENTIAL

/X/ ORIGINAL

=====

Name: Brenda L. Eggleston	Date: 12/7/93
Department & Location: Fibers/Martinsville, VA	Birth Date: 4/22/49
Occupation: Textile Misc. Operator (TM)	ASD: 8/23/73
Spinning Machine Operator (SMO)	

=====

1. Pertinent Personal History: Backache 1976, '78, '79, '86, '87; TMJ Dystocia 1987, '88, '89; Painful R. arm and shoulder 1988, '89, '90, '91; "Bulging" disc C5-C6 1989, '90; Painful R. wrist 1989, (Carpal Tunnel Surgery '90) '92, '93; Painful R. thumb (Game Keepers Thumb) 1993.
2. Present Complaint: "Right shoulder hurts, both hands numb, shooting pains in my hands when I grip anything, right thumb stays swollen, aches, left thumb hurts when I put pressure on it; whole right arm aches, burning sensation in right side of face and right sided headaches".
3. Diagnosis:

- 1) Bilateral Carpal Tunnel Syndrome (status post-op on right)
 - 2) deQuerrain's tenosynovitis R. hand
 - 3) Rotator cuff disease
 - 4) Cervical disk disease
4. Prognosis: Poor - for any job that requires repetitive grasping activities or use of arms above 90 degrees per Lewis Gale Pain Center recommendation (see attachment)
5. Pertinent Physical Findings:

Ht. 5'2 1/2"	Wt. 182 1/4"
Pulse 96	BP 160/92

General Appearance - employee presented on 10/22/93 with multiple orthopedic complaints but in no acute distress at rest.

Orthopedic Evaluation (Hands) - well healed non tender 4cm curvilinear scar on volar surface of right wrist. Flexion and extension of I-P joint of right thumb - normal. PIP joint extension limited to 40 degrees; 85 degrees of left; tender over the insertion of abductor pollicis brevis and extensor pollicis. No heat or swelling noted. Grip of right hand weaker than left.

Shoulders - External rotation of right shoulder is limited by 30 degrees, internal rotation limited by 20 degrees; abduction limited by 20 degrees (abducts to 90 degrees maximum)

6. Pertinent Laboratory Finds: (See attached F.C.E.)

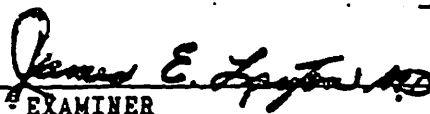
6a. Did Site Physician Examine Applicant? Yes

7. Summary: This Textile Miscellaneous Operator (TMO) first complained of right arm pain and jaw pain in 1988 when she worked as a Spinning Machine Operator. She then experienced neck pain from a "bulging" cervical disc in 1989 when she worked a Position Quality Control (PQC) job. She was advised to do no doffing, stocking or any overhead work. Her right shoulder pain became incapacitating. She subsequently developed bilateral carpal tunnel syndrome and had carpal tunnel release on the right hand in September of 1990. She intermittently attempted her full unrestricted job but had to be restricted because of her persistent pain in her right shoulder, and wrist. She has undergone multiple FCE October 1992 and September 1993 (see enclosures). She is presently symptomatic of her entire right arm aching from her thumb to her neck and shoulder. She states that she has shooting pains when she attempts to grip anything. She is unable to do routine household chores such as peeling fruits and vegetables. Her upper extremity pain is aggravated by cold temperatures and damp weather.

Per the occupational therapist's recommendation this person should avoid any repetitive grasping activities as well as sustained use of her arms above 90 degrees. In view of the fact that the only job on site for which she would be eligible would be the Spinning Machine Operator she is considered to be permanently incapable of performing that task because it requires repetitive grasping of bobbins and sustained overhead work.

There are perhaps more sedentary jobs that she could perform if they had physical requirements within her functional capacity.

Enclosures: 16


EXAMINER

Date: December 7, 1993

VIRGINIA WORKERS' COMPENSATION COMMISSION
1000 DMV Drive, Richmond, VA 23220

VWC File No. 143-94-79
Carrier No. 149-63-96

CLAIM FOR BENEFITS

INSTRUCTIONS: You must file this form with the Virginia Workers' Compensation Commission as soon as possible. Complete as many of the questions as you can. If you don't know an answer, write "unknown". If your claim has been denied, enclose a copy of the denial letter.

Employee BRENDA EGGLESTON Soc. Sec. # 229-62-9430

Address Rt 1 Bx 440 Phone # (703) 956-2352

RIDGEWAY, VA 24148

Employer: E.I. DUPONT DENEMOURS & Co Phone # (703) 666-5000 Zip Code

Address: C/O NATIONAL LOSS CARRIED SERVICE CORP Zip Code

Carrier: P.O. Bx 7637

Address: ROANOKE, VA 24019

My claim is for: ☒ Injury by Accident / ☐ Occupational Disease

1. INJURY BY ACCIDENT- If you are seeking benefits for an injury by accident answer (a), (b), (c), (d) and (3):

(a) Date of accident: 11-28, 1990

(b) Place where accident occurred: MARTINSVILLE VA (City or County) (State)

(c) Injuries: RIGHT Shoulder

(d) How accident occurred: _____

2. OCCUPATIONAL DISEASE- If you are seeking benefits for an occupational disease please answer (a), (b), (c), (d), (e) and (3):

(a) Nature of occupational disease: CARPAL TUNNEL & GAMEKEEPERS Thumb

(b) Date doctor first told you disease was work related: _____ 19 91 9/28/89

(c) Name of doctor: DR. SILVERBLATT 3/9/91

(d) Dates you worked for this employer: 2/93 - 11/93

(e) If the employer where you were last exposed to what caused the disease is different from employer listed above, provide the name and address of that employer: _____

-OVER-

3. GENERAL INFORMATION-Please complete all questions:

(a) Have you ever received an award for compensation benefits for this accident or occupational disease. (Circle) Yes No

If yes, give the date for which compensation was last paid _____

(b) My average weekly wage at time of accident or diagnosis of disease was: \$ _____

(c) I am now seeking the following benefits: _____

(1) Compensation for wage loss and medical benefits. Dates of disability: _____

(2) (List all periods of disability) _____

Compensation for partial wage loss and medical benefits. (Attach a separate sheet showing each week's wages for which temporary partial compensation are claimed) _____

(3) Permanent disability benefits. (Attach the medical report which states the permanency rating) _____

(4) Payment of lifetime medical benefits only. _____

(5) Payment of medical bill(s). (Attach copies of bills) _____

(6) Death benefits: _____

(7) Funeral and dependent benefits. (Attach: (1) copies of birth certificates for each dependent child for whom benefits are sought, (2) a copy of marriage license if spouse's benefits are sought, (3) a copy of the death certificate, and (4) funeral bill) _____

(8) Funeral expenses only. (Attach a copy of funeral bill) _____

(9) Other: _____

4. Do you request a hearing? (Circle) Yes No

Signature of Claimant Brenda D. Eggleston Date 7/13/98

Address ROUTE #1 BOX 440 Telephone (703) 956-2352

BRIDGEWAY, VA 24148

DO NOT COMPLETE BELOW THIS LINE-OFFICE USE ONLY

Date claim filed _____ Date compensation last paid _____

Docket for _____ Date referred to Docket _____ By _____

1. _____ 2. _____

13
TO 13 FGB 6-7
162-62-45
143-44-79
149-63-96

VIRGINIA WORKERS' COMPENSATION COMMISSION
1000 DMV Drive, Richmond, VA 23220

CLAIM FOR BENEFITS

VWC File No. 149-63-96
Carrier No. _____

INSTRUCTIONS: You must file this form with the Virginia Workers' Compensation Commission as soon as possible. Complete as many of the questions as you can. If you don't know an answer, write "unknown". If your claim has been denied, enclose a copy of the denial letter.

Employee BRENDA EGGLESTON Soc. Sec. # 229-62-9430

Address Rt 1 Bx 440 Phone # (703) 956-2352

RIDGEWAY, VA 24148

Employer: E.I. DUPONT DENEMOURS & Co Zip Code _____
Phone # (703) 666-5000

Address: 40 NATIONAL LOSS CONTROL SERVICE CORP Zip Code _____

Carrier: P.O. Bx 7637

Address: ROANOKE, VA 24019

My claim is for: ☒ Injury by Accident / ☐ Occupational Disease

1. INJURY BY ACCIDENT- If you are seeking benefits for an injury by accident answer (a), (b), (c), (d) and (3):

(a) Date of accident: 11-28, 1990

(b) Place where accident occurred: MARIONSVILLE VA
(City or County) (State)

(c) Injuries: RIGHT Shoulder

(d) How accident occurred: _____

2. OCCUPATIONAL DISEASE-If you are seeking benefits for an occupational disease please answer (a), (b), (c), (d), (e) and (3):

(a) Nature of occupational disease: CARPAL TUNNEL & GAMEKEEPERS Thumb

(b) Date doctor first told you disease was work related: _____ 19 91 9/28/89

(c) Name of doctor: DR. SILVERBLATT 3/9/91

(d) Dates you worked for this employer: 2/93 - 11/93

(e) If the employer where you were last exposed to what caused the disease is different from employer listed above, provide the name and address of that employer: _____

-OVER-

3. GENERAL INFORMATION-Please complete all questions:

(a) Have you ever received an award for compensation benefits for this accident or occupational disease. (Circle) Yes No

If yes, give the date for which compensation was last paid _____

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(2) (List all periods of disability) _____

(3) Compensation for partial wage loss and medical benefits. (Attach a separate sheet showing each week's wages for which temporary partial compensation are claimed) _____

(4) Permanent disability benefits. (Attach the medical report which states the permanency rating) _____

(5) Payment of lifetime medical benefits only. _____

(6) Payment of medical bill(s). (Attach copies of bills) _____

(7) Death benefits: _____

(8) Funeral and dependent benefits. (Attach: (1) copies of birth certificates for each dependent child for whom benefits are sought, (2) a copy of marriage license if spouse's benefits are sought, (3) a copy of the death certificate, and (4) funeral bill). _____

(9) Funeral expenses only. (Attach a copy of funeral bill) _____

(10) Other: _____

4. Do you request a hearing? (Circle) Yes No

Signature of Claimant Brenda A. Eggleston Date 7/13/98

Address ROUTE #1 BOX 460 Telephone (703) 956-2352

BRIDGEWAY, VA 24148

DO NOT COMPLETE BELOW THIS LINE-OFFICE USE ONLY

Date claim filed _____ Date compensation last paid _____

Docket for _____ Date referred to Docket _____ By _____

1. _____ 2. _____

Enrique A. Silberblatt, M.D.
Plastic, Reconstructive & Hand Surgery, P.C.
1030 South Jefferson Street - Suite 208
Roanoke, VA 24016
Tel. (703) 343-5300
Fax (703) 342-1593

Report of examination of Brenda Eggleston
Examination performed on Jan. 11, 1994
Enrique A. Silberblatt, MD, FACS

The following impairment rating is based on the guidelines as published by the American Medical Association in the "Guides to the Evaluation of Permanent Impairment," 3rd edition, revised, 1991.

The right upper extremity is dominant.

Flexion of the right Thumb Inter-Phalangeal Joint is reduced to 40 degrees, and impairs the digit by 3 percent.

The right Thumb Inter-Phalangeal Joint is unable to extend beyond the neutral position, and this impairs the digit by 1 percent.

Flexion of the right Thumb Metacarpo-Phalangeal Joint is reduced to 50 degrees, and impairs the digit by 1 percent.

The right Thumb Metacarpo-Phalangeal Joint is unable to extend beyond the neutral position, and this impairs the digit by 0 percent.

) Thus, loss of motion impairs the right thumb by 5 percent.

— Total right thumb impairment is 5 percent, and impairs the hand by 2 percent.

The right hand is 2 percent impaired.

— The right hand contributes 2 percent impairment to the upper extremity

Mild entrapment neuropathy of the right Median Nerve at the Wrist impairs the extremity by 10 percent.

Extra-digital nerve injury causes 10 percent impairment of the right upper extremity.

— Total impairment of the right upper extremity is 12 percent and contributes 7 percent impairment to the whole person.

Flexion of the left Thumb Inter-Phalangeal Joint is reduced to 60 degrees, and impairs the digit by 1 percent.

The left Thumb Inter-Phalangeal Joint is unable to extend beyond the neutral position, and this impairs the digit by 1 percent.

— Thus, loss of motion impairs the left thumb by 2 percent.

— Total left thumb impairment is 2 percent, and impairs the hand by 1 percent.

/ The left hand is 1 percent impaired.

— The left hand contributes 1 percent impairment to the upper extremity.

Mild entrapment neuropathy of the left Median Nerve at the Wrist

upper extremity.

→ Total impairment of the left upper extremity is 11 percent and contributes 6 percent impairment to the whole person.

→ Combined impairment to the person by both upper extremities is 13 percent.

As you know, "medical impairment" is an alteration of health status assessed by medical means and does not necessarily correspond directly with "disability" which is an alteration of the patient's capacity to meet personal, social or occupational requirements and is assessed by nonmedical means.



Enrique A. Silberblatt, MD, FACS

869



OFFICE VISIT

11/16/93

EGGLESTON, Brenda L.

Insofar as her right hand under the direction of Dr. Silberblatt he still has her on limited function work, rotating off the job throughout the day. She of course has mild degeneration of C5-6. The patient did have a second opinion at the direction of Dr. Silberblatt regarding the hand and thumb. Followup evaluation pending after evaluation of recent benefit from an injection.

Regarding her right shoulder and neck the patient has seen Dr. Hormel at Lewis Gale Hospital [pain control clinic]. He elaborates in his note of 11/5/93 that he needs a rating for the right shoulder. Dr. Hormel describes some limited motion of the right shoulder compared to left and by comparative status there truly is some mild limitations. External rotation of the right shoulder is 45°, internal rotation is 75°, forward flexion 170°, abduction 150°. Some guarding at the extremes range of motion. Pain when present is diffusely over the anterior superior aspect of the shoulder and some cramping posteriorly.

Though her neck moves well the cervical spine does have some mild degeneration by xray.

On CLINICAL EVALUATION today the cervical spine has good range of motion. No pain today. No radicular pain. No affect from thoracic compression. In the upper extremities, DTR's are 2+ and equal, refer to Dr. Silberblatts evaluation of motor and sensory evaluation in reference to hand assessment recently.

Her range of motion exceeds that of a mild loss of motion.

With her evaluation today, the underlying problems of arthritis in the neck, the long standing discomfort as described above and with the motions as described above, which are certainly not equal to the opposite side, in my opinion the whole symptom complex in reference to the symptoms about the right shoulder would rate her as 4% permanent physical impairment. [right upper extremity, back and arm]

This was discussed in front of the patient. I will have a copy of this sent to Dr. Hormel. He seems to be helping her in the management of her total problem. Dr. Hormel functioning in his capacity at the pain control center is trying to do an overall assessment of her permanent physical impairment. This was discussed in front of the patient. She will return to clinic in

1870

THE COPIES OF THESE MEDICAL RECORDS
BEEN DELIVERED DIRECT TO THE PATIENT. THE

OFFICE VISIT

Page 2

11/16/93

EGGLESTON, Brenda L.

three months.

Dallas P. Crickenberger, M.D.

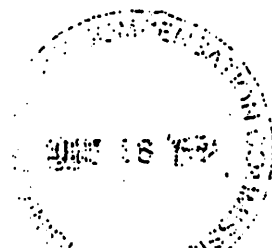
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ADDENDUM: Please note that this rating is specifically for the complex of pain about the right shoulder and not to be interpreted as a whole body rating.

THE COPIES OF THESE MEDICAL RECORDS HAVE
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ORTHOPAEDIC SURGERY OF ROANOKE

671

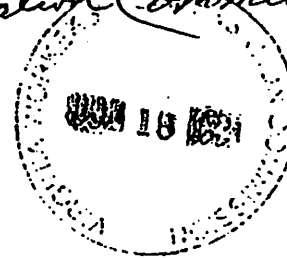


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Richmond, VA
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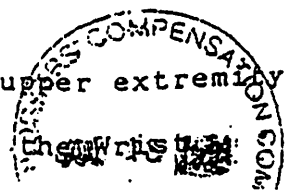
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Enrique A. Silberblatt, MD, FACS

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1597



OFFICE VISIT

11/16/93

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OFFICE VISIT

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11/16/93

EGGLESTON, Brenda L.

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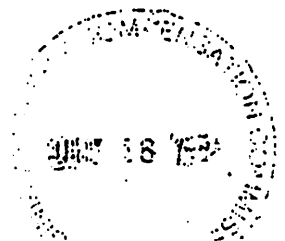
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ORTHOPAEDIC SURGERY OF ROANOKE

876



Brenda L. Eggleston
Rt #1 Box 440
Ridgeway, VA 24148

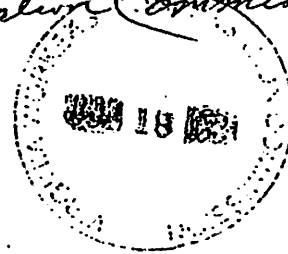


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**McGUIRE WOODS
BATTLE & BOOTHE LLP**

One James Center
901 East Cary Street
Richmond, Virginia 23219-4030
Telephone/TDD (804) 775-1000 • Fax (804) 775-1061

Kimberly R. Hillman
Direct Dial: 804-775-1127
Direct Fax: 804-698-2153
krhillma@mwbb.com

February 3, 1999

By Hand Delivery

Deputy Commissioner Elizabeth J. Phillips
Workers' Compensation Commission
1000 DMV Drive
Richmond, Virginia 23220

Brenda Eggleston v. du Pont de Nemours & Company
VWC Nos: 143-94-79
149-63-96
162-62-45

Dear Deputy Commissioner Phillips:

I enclose Employer's Application for Change in Condition and Employer's Memorandum in Support of its Application for Change in Condition. Please set this matter for hearing at your earliest convenience.

Thank you for your assistance.

Very truly yours,

Kimberly R. Hillman

Kimberly R. Hillman

KRH/sfw

Enclosures

cc: Ms. Brenda Eggleston

**VIRGINIA WORKERS'
COMPENSATION COMMISSION**

FEB 4 1999

CHARGE # 39

338

www.mwbb.com

1676



143-94-79

149-63-96

VWC No. 162-62-45

Employee Brenda EgglestonAddress 60 Old Mill RoadDate of Accident 9-28-89; 1-28-90Ridgeway, Virginia 241483-9-93

The Commission is requested to suspend benefits for the following reason(s):

- ☐ The employee returned to pre-injury work on _____, 19____.
- ☐ The employee was released to return to pre-injury work on _____, 19____ per Dr. _____'s report dated _____, 19____.
- ☐ The employee returned to light-duty work on _____, 19____ at an average weekly wage of \$_____.
- ☐ The employee's current disability is unrelated to the industrial accident noted in Dr. _____'s report(s) dated _____, 19____.
- ☐ The employee failed to report to an employer-requested medical examination with Dr. _____ on _____, 19____.
- ☐ The employee refused selective employment within the employee's physical capacity at _____ on _____, 19____.
- ☐ The employee failed to cooperate with vocational rehabilitation efforts (documentation must be attached).
- ☐ The employee has refused medical treatment offered by Dr. _____ as noted in the medical report dated _____, 19____.
- ☒ Other See attached memorandum in support of application for change in condition

- Request: ☐ Termination/suspension of the outstanding award
- ☐ Change of an outstanding award for temporary total to temporary partial
- ☐ Credit
- ☒ Other See attached memorandum

Compensation was paid through February 2, 1999 at the rate of \$433.57 per week.

I hereby certify that the statements in this application are true and correct to the best of my knowledge and that a copy of this application and all attached supporting documents were sent to the employee at the above address, to the employee's attorney (if known) at N/A, and to the Virginia Workers' Compensation Commission on February 3, 1999.

Applicant's name and title Kimberly Hillman, Attorney for Employer/Carrier Date February 3, 1999

Employer/Carrier E. I. du Pont de Nemours & Company

Subscribed and sworn before me this 3 of February, 1999.

My commission expires 9/30/02.

Notary Susan F White

VIRGINIA WORKERS' COMPENSATION COMMISSION

Notice to the employee: If the Virginia Workers' Compensation Commission approves this application, your compensation benefits will be suspended. Please refer to the additional instructions on the back of this form.

CHARGE # 39339

[Office Use: Filed 2-3-99 Last paid 2-2-79 Docket for MARTINSVILLE 2-18-99 by 62-1A]

VIRGINIA:

IN THE WORKERS' COMPENSATION COMMISSION

BRENDA EGGLESTON,

Claimant

v.

V.W.C. File Nos.: 143-94-79

149-63-96

162-62-45

E. I. DU PONT DE NEMOURS & COMPANY,

Employer and Self-Insured.

**EMPLOYER'S MEMORADUM IN SUPPORT
OF ITS APPLICATION FOR CHANGE IN CONDITION**

The employer and self insurer, E.I. du Pont de Nemours & Company ("DuPont"), by counsel, pursuant to Virginia Code Ann. § 65.2-708 and Rule 1.4 of the Rules of the Workers' Compensation Commission, move the Commission to reduce the amount of temporary total disability benefits being paid to the claimant and to award the employer a credit against future payments as follows:

I. INTRODUCTION AND PROCEDURAL HISTORY

The claimant, Brenda Eggleston, is receiving Workers' Compensation benefits based upon three separate work related injuries and/or conditions. Specifically, Ms. Eggleston is currently receiving temporary total disability benefits for bilateral carpal tunnel syndrome, a right shoulder injury and gamekeeper's thumb. The relevant award information is summarized below.

Carpal Tunnel Syndrome (VWC No. 143-94-79)

Ms. Eggleston first received an award for bilateral carpal tunnel syndrome pursuant to the Order of Deputy Commissioner Costa dated January 9, 1991. See Order of Deputy

VIRGINIA
COMPENSATION COMMISSION

- 1 -
FEB 1 1999

-128-



Commissioner Costa dated January 9, 1991 attached as Exhibit 1. Deputy Commissioner Costa ordered the payment of temporary total disability benefits in the amount of \$309.19 weekly for the period of September 19, 1990 through October 30, 1990. This award was based upon an average weekly wage of \$459.27. Ms. Eggleston subsequently received permanent partial disability benefits for 26 weeks as the result of bilateral carpal tunnel syndrome. Ms. Eggleston received permanent partial disability benefits in the amount of \$306.18 per week for the period of January 30, 1992 through July 29, 1992 (26 weeks). Therefore, Ms. Eggleston has received a total of 6 weeks in temporary total disability benefits and a total of 26 weeks in permanent partial disability benefits as a result of her claim for carpal tunnel syndrome.

Right Shoulder (VWC No. 149-63-96)

Ms. Eggleston has also received temporary total disability benefits arising from an injury to her right shoulder that was sustained on November 28, 1990. A Memorandum of Agreement dated February 18, 1993 provided for the payment of temporary total disability benefits in the amount of \$293.90 commencing October 1, 1992 based upon a pre-injury average weekly wage of \$440.85. See Memorandum of Agreement dated February 18, 1993 attached as Exhibit 2. Ms. Eggleston's temporary total disability benefits were discontinued on November 2, 1992 at which time she returned to work for her pre-injury wages. See Agreed Statement of Fact dated February 18, 1993 attached as Exhibit 3. Ms. Eggleston received two additional periods of temporary total disability benefits arising from the injury to her right shoulder. These benefits were received from January 12, 1991 to January 14, 1991 and September 27, 1992 through November 1, 1992. Id. Therefore, Ms. Eggleston has received a total of 9 weeks of temporary total disability benefits as a result of her claim for carpal bilateral tunnel syndrome.

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1993

Game Keeper's Thumb (VWC No. 162-62-45)

Ms. Eggleston also received temporary partial disability benefits arising from a diagnosis of gamekeeper's thumb. Ms. Eggleston was awarded temporary partial disability benefits in the amount of \$74.35 weekly beginning June 13, 1993 and continuing, based upon an average weekly wage of \$446.00 and a pre-injury average week wage of \$557.53. See Memorandum of Agreement dated September 13, 1993 attached as Exhibit 4. Ms. Eggleston received temporary partial disability benefits through November 30, 1993, a total of 25 weeks.

Combined Award (VWC 143-94-79; VWC 149-63-96; VWC 162-62-45)

On December 8, 1993, Claimant filed a change in condition application seeking an additional period of temporary total disability benefits on all three claims beginning December 1, 1993 and continuing. By Order dated August 25, 1994, Deputy Commissioner Gorman entered an award in favor of Claimant providing that temporary total disability benefits in the amount of \$371.71 be paid to Ms. Eggleston beginning December 1, 1993. See Order of Deputy Commissioner Gorman dated August 25, 1994 attached as Exhibit 5. Although the order does not expressly indicate the average weekly wage that was used to compute the temporary total disability amount, it appears that Commissioner Gorman based the award for temporary total benefits based upon an average weekly wage of \$557.53 (Game Keeper's Thumb). Ms. Eggleston continues to receive temporary total disability benefits pursuant to this award and has also been receiving yearly cost of living increases. Ms. Eggleston is currently receiving \$433.57 per week in temporary total disability benefits. As of January 26, 1999, Ms. Eggleston has received 254 weeks in temporary total disability benefits pursuant to Commissioner Gorman's August 25, 1994 award.

**VIRGINIA WORKERS
COMPENSATION COMMISSION**

FEB 4 1999

CHARGE # 39

II. ARGUMENT

A. Claimant's weekly temporary total disability benefits must be adjusted downward to correspond with the applicable average weekly wage.

Virginia Code Annotated § 65.2-708 provides that "[u]pon its own motion or upon the application of any party in interest, on the ground of a change in condition, the Commission may review any award and on such review make an award ending, diminishing or increasing the compensation previously awarded . . ." Va. Code Ann. § 65.2-708. Based upon the change in Ms. Eggleston's medical condition as documented in her medical records and discussed below, DuPont asserts that Ms. Eggleston is no longer entitled to receive temporary total disability benefits based upon her average weekly wage of \$557.53. Instead, Ms. Eggleston's entitlement to temporary total disability benefits should be based upon her average weekly wage at the time of her award for bilateral carpal tunnel syndrom. Ms. Eggleston's average weekly wage at that time was \$459.27.

Enrique Silverblatt, M.D., F.A.C.S. examined Ms. Eggleston on October 22, 1997. At that time, Dr. Silverblatt noted that Ms. Eggleston "never gave a history ... suggestive of subluxation of the MP joint of either thumb and at present both joints are stable and nonpainful." See October 22, 1998 report of Enrique Silverblatt, M.D., F.A.C.S. attached as Exhibit 6. In fact, Dr. Silverblatt questioned whether Ms. Eggleston "has or ever had a gamekeeper's thumb." Id. By letter dated December 3, 1997, Claimant acknowledged Dr. Silverblatt's assessment that her thumb condition has "resolved." Claimant does not dispute Dr. Silverblatt's assessment that her thumb has resolved as of December 3, 1997. See letter of Brenda L. Eggleston dated December 3, 1997 attached as Exhibit 7.

VIRGINIA WORKERS
COMPENSATION COMMISSION

FEB 4 1999

STAMP # 29

The report of Murray E. Joiner, Jr., M.D., P.C. also provides support for DuPont's position that Ms. Eggleston's thumb problems have resolved. Dr. Joiner performed an Independent Medical Examination on December 10, 1997. See report of Murray E. Joiner, Jr., M.D., P.C. dated December 10, 1997 attached as Exhibit 8. Dr. Joiner noted that Claimant had been treated with injections and given Zostrix "with decreased pain to point where pain became intermittent." Id. (emphasis added). According to Dr. Joiner, Claimant reported that her thumbs did not hurt "that much." Id. Claimant has not received any medical treatment for her thumb condition since October 22, 1997.

On the basis of the evidence discussed above, it is clear that Claimant contends she is no longer entitled to benefits as a result of bilateral gamekeeper's thumb. Accordingly, DuPont asserts that it is no longer appropriate to base Ms. Eggleston's temporary total disability benefits upon her average weekly wage at the time of the initial award for gamekeeper's thumb. It is DuPont's contention that Ms. Eggleston's temporary total disability benefits should instead be based upon the higher of the average weekly wages for the other two conditions for which Ms. Eggleston continues to receive temporary total disability benefits. Thus, it is DuPont's contention that Ms. Eggleston's temporary total disability benefits should be based upon an average weekly wage of \$459.27, the amount of her average weekly wage at the time of her award for bilateral carpal tunnel syndrome.

Ms. Eggleston was first entitled to temporary total disability benefits for carpal tunnel syndrome in the amount of \$309.19 commencing September 20, 1990. Taking into consideration the cost of living adjustments (COLA) accruing since 1993, the date Ms. Eggleston first requested a COLA adjustment, it is DuPont's position that Ms. Eggleston should be receiving temporary total disability benefits in the weekly amount of \$354.96. Accordingly, DuPont requests that Ms.

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1993

ggleston's weekly temporary total disability benefits be adjusted downward from \$433.57, the amount of her current temporary total disability payments, to \$354.96.

B. DuPont is entitled to a credit for time worked by claimant in light duty at her normal wages.

Section 65.2-518 states that "total compensation under this title shall in no case be greater than 500 weeks ..." Va. Code Ann. § 65.2-518. Claimant has received the following benefits:

Case No.	Actual Award	Time Paid to Date	Time Paid
VWC No. 143-94-79 Carpal Tunnel Syndrome	January 9, 1991 Order of Deputy Commissioner Costa provides for Temporary Total Benefits of \$309 weekly, 9/19/90 through 10/30/90	6 weeks	Zero
VWC No. 149-63-96 Right Shoulder	February 18, 1993 Memorandum of Agreement provides for Temporary Total Benefits of \$293 weekly, 10/01/92-11/02/92, 01/12/91-01/14/91, and 09/27/92-11/01/92	9 weeks	Zero
VWC No. 162-62-45 Gamekeeper's Thumb	09/13/93 Memorandum of Agreement provides for \$74.35 weekly, 10/13/93-11/30/93	Zero	25 weeks

It is DuPont's contention that Ms. Eggleston's entitlement to temporary total disability benefits based upon each individual injury should be reduced by the number of weeks that she has been receiving the combined award. Thus, based upon the above information, it appears that Ms. Eggleston's remaining entitlement to temporary total disability benefits is as follows:

VIRGINIA WORKERS
COMPENSATION COMMISSION

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Award	Actual Award	W.P. Award Date	W.P. Paid	Weeks of Compensation Remaining
VWC No. 143-94-79 Carpal Tunnel Syndrome	January 9, 1991 Order of Deputy Commissioner Costa provides for Temporary Total Benefits of \$309 weekly, 9/19/90 through 10/30/90	6 weeks	Zero	240 weeks
		254 weeks (combined award)		
VWC No. 149-63-96 Right Shoulder	February 18, 1993 Memorandum of Agreement provides for Temporary Total Benefits of \$293 weekly, 10/01/92-11/02/92, 01/12/91-01/14/91, and 09/27/92-11/01/92	9 weeks	Zero	237 weeks
		254 weeks (combined award)		
VWC No. 162-62-45 Gamekeeper's Thumb	09/13/93 Memorandum of Agreement provides for \$74.35 weekly, 10/13/93-11/30/93	Zero	25 weeks	221 weeks
		254 weeks (combined award)		

Additionally, it also appears that DuPont is entitled to a credit against the individual awards for time that Ms. Eggleston worked at light duty at her regular pre-injury pay as a result of her various compensable injuries.

Virginia Code Annotated Section § 65.2-708(C) states as follows:

All wages paid, for a period not exceeding twenty-four consecutive months, to an employee who (i) who is physically unable to return to his pre-injury work due to a compensable injury and (ii) who is provided work within his capacity at a wage equal to or greater than his pre-injury wage, shall be considered compensation.

Va. Code Ann. § 65.2-708.

Ms. Eggleston's DuPont employment records dated September 19, 1990 through January 12, 1991 reflect that Ms. Eggleston worked approximately 17.76 days (3.5 weeks) at light duty at her regular pre-injury wages following her award for carpal tunnel syndrome. See DuPont employment records dated September 19, 1990 through January 12, 1991 attached as Exhibit 9. Ms. Eggleston worked approximately 127 days (25.4 weeks) at light duty following her pre-injury

VIRGINIA WORKERS
COMPENSATION COMMISSION

wages from the period of January 12, 1991 through June 13, 1993, following the injury to her right shoulder. See DuPont employment records dated January 12, 1991 through June 13, 1993 attached as Exhibit 10. Finally, from June 13, 1993 until December 4, 1993, Ms. Eggleston worked approximately 24.5 days (4.9 weeks) at light duty at her regular pre-injury wages following her award for game keeper's thumb. See DuPont employment records dated June 13, 1993 through December 4, 1993 attached as Exhibit 11. The above information is summarized on the following chart:

Dates of Benefit Periods	09/19/90 - 01/26/99 Period from date of start of QTS benefits to date of start of Right Shoulder Benefits	01/26/91 - 06/13/93 Period from start of Right Shoulder Benefits to start of Gamekeeper's Thumb Benefits	06/13/93 - 12/04/93 Period from start of Gamekeeper's Thumb Benefits to last record of employment with DuPont	Days worked light duty at base pay (21) for all three claims
17 days Second light duty phase pay (21)	17.76 days (3.5 weeks)	127 days (25.4 weeks)	24.5 days (4.9 weeks)	169.26

Based upon § 65.2-708, DuPont asserts that Ms. Eggleston's remaining entitlement to temporary total disability benefits should be reduced by the total number of weeks that DuPont provided Ms. Eggleston with light duty employment at her regular pre-injury wages as is summarized in the following chart.¹

¹ DuPont's calculations as to the number of weeks remaining in Ms. Eggleston's entitlement to temporary total disability benefits are current through January 26, 1999. DuPont reserves the right to update this information to reflect all additional payments paid prior to the resolution of the issues addressed in this memorandum.

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DOE # 39

Award	Action Award	EE End to Date	EE Paid	Officer Light Duty Work	Weeks of Compensation Remaining
VWC No. 143-94-79 Carpal Tunnel Syndrome	January 9, 1991 Order of Deputy Commissioner Costa provides for Temporary Total Benefits of \$309 weekly, 9/19/90 through 10/30/90	6 weeks	Zero	approximately 3.5 weeks	236.5 weeks
		254 weeks (combined award)			
VWC No. 149-63-96 Right Shoulder	February 18, 1993 Memorandum of Agreement provides for Temporary Total Benefits of \$293 weekly, 10/01/92-11/02/92, 01/12/91-01/14/91, and 09/27/92-11/01/92	9 weeks	Zero	approximately 25.4 weeks	211.6 weeks
		254 weeks (combined award)			
VWC No. 162-62-45 Gamekeeper's Thumb	09/13/93 Memorandum of Agreement provides for \$74.35 weekly, 10/13/93-11/30/93	Zero	25 weeks	approximately 4.9 weeks	216.1 weeks
		254 weeks (combined award)			

III. CONCLUSION

WHEREFORE, the employer and self-insurer, by counsel, respectfully request the Commission to adjust the amount of temporary total disability benefits being paid to the claimant and to award the employer a credit against future payments that corresponds with the number of weeks for which DuPont provided Ms. Eggleston with light duty work at her regular wages.

Respectfully submitted,

E.I. Du PONT De NEMOURS AND COMPANY

BY COUNSEL

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1999

CHARGE # 39

Counsel:

Joy C. Fuhr, Esquire

Kimberly R. Hillman, Esquire

McGUIRE, WOODS, BATTLE & BOOTHE LLP

One James Center

Richmond, Virginia 23219

(804) 775-1127

Kimberly R Hillman
Counsel for the Employer and Self-Insurer

VIRGINIA WORKERS'
COMPENSATION COMMISSION

- 10 -

-137-

CHARGE # 39

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Employer's Memorandum in Support of its Application for Change in Condition was sent by first class mail, postage prepaid, to:

Brenda L. Eggleston
60 Oldmill Road
Ridgeway, Virginia 24148

on this 3rd day of February, 1999.

Kimberly R Hillman

VIRGINIA WORKERS
COMPENSATION COMMISSION

FEB 4 1999

CHARGE # 39

RECEIVED JAN 10 1991

CN 01 44 80

VIRGINIA:
IN THE INDUSTRIAL COMMISSION

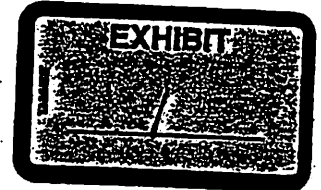
BRENDA L. EGGLESTON, Claimant

Opinion by COSTA
Deputy Commissioner

v. Claim No. 143-94-79

JAN 09 1991

E. I. DUPONT DENEMOURS & COMPANY, Employer
-Self-Insured-



Gary W. Kendall, Esquire
P.O. Box 298
Charlottesville, VA 22902
for the Claimant.

James C. Joyce, Jr., Esquire
P.O. Box 1018
Roanoke, VA 24005
for the Defendants.

Hearing before Deputy Commissioner Costa at Martinsville,
Virginia, on December 6, 1990.

This claim is before the Commission upon the claimant's
application filed September 13, 1990, alleging an occupational
disease, specifically, bilateral carpal tunnel syndrome.
Subsequent to this matter being docketed, the parties executed
Memorandum of Agreement/Agreed Statement of Fact forms. Given the
submission of those forms, further proceedings are unnecessary.

An award shall enter.

A W A R D

An award is hereby entered in behalf of Brenda L. Eggleston
against E. I. DuPont DeNemours & Company, self-insured, providing
for temporary total disability benefits pursuant to Virginia Code
§65.1-54 from September 26, 1990 to October 30, 1990, inclusive,
payable at a \$306.19 weekly rate, based upon a \$459.27 average
weekly wage.

VIRGINIA WORKERS
COMPENSATION COMMISSION

FEB 4 1991

weekly wage. All compensation under the award having accrued, it shall be paid in one lump sum directly to the claimant.

From claimant's accrued compensation, \$104.80 shall be deducted and paid directly to Gary W. Kendall, Esquire, for legal assistance rendered. In the event that benefits have already been paid to the claimant, Attorney Kendall should then look to his client directly for payment of the approved fee.

The defendant employer shall be responsible for all reasonable and necessary medical care occasioned by the claimant's occupational disease for as long as necessary.

This case is ordered removed from the hearing docket.

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1999

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CHARGE # 39

RECEIVED JAN 10 1991

CN 014480

VIRGINIA:
IN THE INDUSTRIAL COMMISSION

BRENDA L. EGGLESTON, Claimant

Opinion by COSTA
Deputy Commissioner

v. Claim No. 143-94-79

JAN 09 1991

E. I. DUPONT DENEMOURS & COMPANY, Employer
-Self-Insured-

Gary W. Kendall, Esquire
P.O. Box 298
Charlottesville, VA 22902
for the Claimant.

James C. Joyce, Jr., Esquire
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Roanoke, VA 24005
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for temporary total disability benefits pursuant to Virginia Code
§65.1-54 from September 26, 1990 to October 30, 1990, inclusive,
payable at a \$306.19 weekly rate based upon a \$459.27 average
VIRGINIA WORKERS
COMPENSATION COMMISSION

FEB 4 1991

weekly wage. All compensation under the award having accrued, it shall be paid in one lump sum directly to the claimant.

From claimant's accrued compensation, \$104.80 shall be deducted and paid directly to Gary W. Kendall, Esquire, for legal assistance rendered. In the event that benefits have already been paid to the claimant, Attorney Kendall should then look to his client directly for payment of the approved fee.

The defendant employer shall be responsible for all reasonable and necessary medical care occasioned by the claimant's occupational disease for as long as necessary.

This case is ordered removed from the hearing docket.

VIRGINIA WORKERS'
COMPENSATION COMMISSION

2

FEB 4 1993

CHARGE # 39

EXHIBIT

2

01/29/93 11:12 2504 295 0601

MICHE. HAMLETI

Memorandum of Agreement

Industrial Commission of Virginia
1000 DMV Drive Richmond VA 23220
See instructions on the reverse of this form.

IC file number 149-63-96	Insurer code 90046	Insurer location 770
Insurer claim number 225 CN 01 85 67 JS		

Employer	
Name of employer E I DU FONT DE NEMOURS & CO	Address 1 DU PONT RD, MARTINSVILLE, VA 241124600
Phone number	Federal Tax Identification Number

Employee	
Name of employee BRENDA L EGGLESTON	Phone number
Address RT 1 BOX 440, RIDGEWAY, VA 24148	Date of birth
	Social security number

Time and Place of Accident	
City or county where injury or illness occurred MARTINSVILLE VA	Cause of injury or illness TO CHANGE BATTERIES IN JEEP EE ALLEGES PAIN IN RT SHOULDER AFTER ATTEMPTING While
Nature of injury or illness, including parts of body affected RIGHT SUBDELTOID BURSTITIS / RIGHT SHOULDER STRAIN	

Date of injury or illness 11-28-90	List first seven days of incapacity 1-12, 13, 14/91 = 3 DAYS: 9-27-92/9-30-92 = 4 DAYS
---------------------------------------	---

Terms of Agreement

We certify that the facts relating to this accident are correct as presented on this form, and agree that the employee shall receive the compensation indicated below until terminated in accordance with the provisions of the Workers' Compensation Act. *EMPLOYER HAS SALARY CONTINUATION PROGRAM AND DOES NOT SEEK REIMBURSEMENT.

Temporary Total	\$ 293.90* shall be paid per week beginning 10-01, 19 92*, based on a pre-injury average weekly wage of \$ 440.85.
-----------------	--

Temporary Partial	\$ _____ shall be paid per week beginning _____, 19 _____ based on a current weekly wage of \$ _____ compared to a pre-injury average weekly wage of \$ _____.
-------------------	--

Permanent Partial	\$ _____ shall be paid per week for _____ weeks beginning _____, 19 _____, based on a _____ % loss (or loss of use) of the _____, and a pre-injury average weekly wage of \$ _____. This compensation shall be payable _____.
-------------------	---

RECEIVED
FEB 18 1993
U.S. DEPT. OF LABOR
VIRGINIA WORKERS' COMPENSATION COMMISSION

Signatures	
Employer <i>Vernon L. Smith, Manager</i>	Date 2-17-93
Employee, guardian, or committee <i>Brenda L. Eggleston</i>	Date 2-1-93
Insurer or authorized representative <i>J. K. Busing</i>	Date 2-18-93
Name and address of employee's attorney (if represented)	Phone number
(This space for Industrial Commission use) VIRGINIA WORKERS' COMPENSATION COMMISSION	
Approved by	Date FEB 4 1993

EXHIBIT

01/29/93 11:15 2804 293 0881
Agreed Statement of FactIndustrial Commission of Virginia
1000 DMV Drive Richmond VA 23220

See instructions on the reverse of this form.

MICHELLE HANLEY

The home to the right
149-63-96Insurer code
90046Insurer
770Insurer claim number
225 CN 01 85 67 JS

Employer	
Name of employer E I DU PONT DE NEMOURS & CO	Address 1 DU PONT RD, MARTINSVILLE VA 241124600
Phone number	Federal Tax Identification Number
Employee	
Name of employee BRENDA L EGGLESTON	Address RT 1 BOX 440, RIDGEWAY, VA 24148
Social security number	
Terms of Agreement	

Payments of compensation under the outstanding award for the accident occurring on 11-28, 19 90 are terminated for the reason indicated below. *EMPLOYER HAS SALARY CONTINUATION PROGRAM AND DOES NOT SEEK REIMBURSEMENT.

- ☒ The employee returned to work on * 11-2, 19 92 at a wage equal to or greater than the pre-injury wage.
- ☐ The employee was able to return to his/her pre-injury work on _____, 19 ____.
- ☐ The employee reached maximum medical improvement on _____, 19 ____ (A Supplemental Memorandum of Agreement for permanent partial disability must be attached.) NOTE: For accidents occurring on or after July 1, 1987, this provision does not apply unless the employee has returned to work or is able to return to his/her pre-injury work, which is to be indicated in #1 or #2 above.
- ☐ The employee returned to work on _____, 19 ____ at a lower-than-pre-injury wage in the amount of \$ _____. (A Supplemental Memorandum of Agreement for temporary partial disability must be attached.)

TOTAL AMOUNT OF COMPENSATION PAID \$ 1637.46Employee or guardian Brenda L EgglestonDate 2-17-93

This agreement is subject to approval by the Industrial Commission. Signing this form is NOT a requirement for payment of compensation, and does not terminate the right to future compensation. See "note to employee" on the reverse of this form.

(This space for Industrial Commission use)
Approved by _____ Date _____

(This space reserved for use by the insurer or employer)

Payment type	Compensation rate	Beginning date	Ending date	Total weeks paid	Amount paid
11	293.90	1-12-91	7-1-92	5 4/7	1637.46
THRU		1-16-91	7-1-91		
		8-27-1992	THRU		
		19	19		
		19	19		
		19	19		

VIRGINIA WORKERS
COMPENSATION COMMISSION

FEB 4 1993

CHARGE # 20

INSURER OR EMPLOYER: Prepared by

Date

2-17-93

Phone number

713-666-5293

Memorandum of Agreement
 Form No. 1 (Rev. 10/1/59)

[illegible]

We certify that the facts relating to this accident are correct as presented on this form, and agree that the employee shall receive the compensation indicated below until terminated in accordance with the provisions of the Workers' Compensation Act.

Temporary	Total	Temporary	Partial
\$ _____	\$ _____	\$ _____	\$ _____
_____ shall be paid per week beginning _____, 19____, based on a pre-injury average weekly wage of \$ _____.		_____ shall be paid per week beginning _____, 19____, based on a pre-injury average weekly wage of \$ _____.	
		_____ shall be paid per week for _____ weeks beginning _____, 19____, based on a pre-injury average weekly wage of \$ _____.	
		_____ on a _____ loss (or loss of use) of the _____, and a pre-injury average weekly wage of \$ _____.	
			This compensation shall be payable _____.

[illegible]

Memorandum of Agent
Industrial Commission of Virginia
1000 DAV Drive Richmond VA 23220
See instructions on the reverse of this form.

**VIRGINIA:
IN THE WORKERS' COMPENSATION COMMISSION**

BRENDA G. ECCLESTON, Claimant

**Opinion by GORMAN
Deputy Commissioner**

**v. VNC File No. 162-82-45
143-94-73
149-63-96**

AUG 25 1994

**E. I. DU PONT DE NEMOURS & COMPANY, Employer
E. I. DU PONT DE NEMOURS & COMPANY
NATIONAL LOSS CONTROL SERVICE CORP., Insurer**

**Gary W. Kendall, Esquire
P. O. Box 298
Charlottesville, Virginia 22902-0298
for the Claimant.**

**James P. Naughton, Esquire
951 E. Byrd Street
Richmond, Virginia 23219-4074
for the Defendants.**

**Hearing before Deputy Commissioner Gorman in Martinsville,
Virginia, on July 13, 1994.**

PRESENT PROCEEDING

By application filed December 8, 1993 the claimant alleges a change in condition in the above-captioned cases and seeks an additional period of temporary total disability benefits beginning December 1, 1993 through the present and continuing.

DEFENSES

The matter is defended on the ground that the claimant is not totally disabled, has not marketed her residual capacity and an assessment of attorney's fees is not warranted.

**VIRGINIA WORKERS'
COMPENSATION COMMISSION**

FEB 4 1999

CHARGE # 39

NOV 24 '97 15:28

VWC File Nos. 162-62-43
143-94-79
149-63-96

STIPULATIONS

By agreement, the interrogatory answers are made part of the record.

EVIDENTIARY SUMMARY

The claimant testified that she sustained several work related problems in 1988 and as a result of these problems, consisting of bilateral carpal tunnel syndrome and right shoulder problems, she was given different jobs by her employer, some of which involved lower pay. On one of these jobs she was required to hitch hampers of waste and yarn to a jeep and this led to gamekeepers thumb as a result.

On November 30, 1993 she was terminated for medical reasons when she was determined not able to do the job driving the jeep seven days per week in accordance with the recommendations of her doctor. Claimant testified she began looking for work within her limitations of no heavy or repetitive lifting with limited grasping and no overhead work. She registered with the Virginia Department of Rehabilitative Services as well as the Virginia Employment Commission, reviewed newspapers in order to obtain job leads and met with a rehabilitation specialist. Claimant's job search records beginning December through July are set forth as Claimant's Exhibit No. 1 and reveal approximately three to four contacts each week. These contacts have produced approximately four interviews for jobs as well as a number of face-to-face contacts.

Whereas
VIRGINIA WORKERS
COMPENSATION COMMISSION

FEB 4 1998

PAGE # 39

VWC File Nos. 162-62-45
143-94-79
149-63-96

approaching prospective employers claimant testified she would not tell them about her disability unless they asked questions about it and tried to look for a variety of jobs within her limitations. Additionally the Virginia Employment Commission records, set forth as Claimant's Exhibit No. 2, detail eleven contacts in two days in July. In addition she has sent approximately thirty resumes to various employers in the first five months of her job search without any response. It was her testimony that she frequented the Virginia Employment Commission several times a month in order to check for leads.

The medical record reveals an analysis by Dr. Enrique A. Silberblatt. It was his conclusion that the claimant being a right-handed person had an impairment of her right thumb of five percent and an impairment of the right hand of two percent (2%). Additionally claimant has mild entrapment neuropathy of the right median nerve and an extra-digital nerve injury resulting in a total impairment of the right arm of twelve percent (12%). Likewise, he diagnosed a left thumb impairment of two percent (2%). Additionally, claimant is experiencing mild entrapment neuropathy of the left median nerve at the wrist and extra-digital nerve injury resulting in a total impairment of the left arm of eleven percent (11%). A note from Dr. Dallas P. Crickanberger addressed claimant's right shoulder difficulties. He noted that her range of motion in the shoulder exceeds that of a mild loss of motion.

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1999

CHARGE # 39

VWC File Nos. 152-62-43
143-94-79
149-63-96

his opinion the whole symptom complex regarding the symptoms of the right should "would-rate her as 4% permanent physical impairment."

ISSUES

Whether the claimant is entitled to temporary total disability benefits beginning December 1, 1993 through the present and continuing.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

From the evidence we find that the claimant continues to have marked physical restrictions as revealed by the medical records and her own testimony at hearing. Claimant's physical limitations are the result of bilateral gamekeepers thumb, bilateral carpal tunnel syndrome and right shoulder problems. As a result of her physical limitations she was provided some light duty work with the employer but this did not prove to be consistent with her abilities and accordingly she was terminated from employment for physical reasons. Given this circumstance, we find ample justification for finding that the claimant, although certainly capable of performing limited work, is not able to perform her pre-injury or even light duty work provided by her employer.

We turn then to the question of marketing. In this regard we find ample evidence both from the claimant's own records as well as her testimony of excellent efforts to secure alternative employment after her discharge from Du Pont. While some objection may be raised that her efforts were not as intensive or as

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1994

CHARGE # 39

VWC File Nos. 162-62-45
143-94-79
149-63-96

out as one might have hoped, viewed as a whole her efforts to secure employment by routinely using the Virginia Employment Commission as a resource as well as other agencies amply complies with the requirements of law and the standards set forth in National Linen Service v. McGuinn, 8 Va. App. 267, 380 S.E.2d 31 (1989).

On the question of sanctions, given the representations of counsel we are not inclined to impose sanctions in this instance. Nevertheless, we note that the evidence of marketing clearly predominates in claimant's favor and that this defense appears plainly unavailing in light of the information available even prior to the hearing. Nevertheless, no sanctions will be imposed in this case.

Accordingly, the following award shall enter.

AWARD

An award is hereby entered in behalf of Brenda Eggleston versus E. I. Du Pont De Nemours & Company, Inc. for the payment of temporary total disability benefits in the weekly amount of \$371.71 beginning December 1, 1993 through the present and continuing.

In addition to the compensation awarded, the employer shall continue to be responsible for the reasonable cost of medical care causally related to the claimant's compensable conditions.

This matter is hereby REMOVED from the Hearing Docket.

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1999

CHARGE #39

SUBJECT: BRENDA EGGLESTON
229-62-9430

SALARY AT TIME OF TERMINATION: \$1,932.00/MONTH
11-30-93

PENSION AMOUNT: \$569 INCAPABILITY PENSION
12-1-93 \$262 INCAPABILITY SUPPLEMENT
\$831 TOTAL

OUR POLICY IS TO REQUIRE ALL TOTAL & PERMANENT DISABILITY PENSION
RECIPIENTS TO APPLY FOR SOCIAL SECURITY BENEFITS AND IF DENIED
TWICE, DUPONT WILL BRING TOTAL PENSION AMOUNT TO 60% OF
NORMAL MONTHLY EARNINGS.

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1999

CHARGE # 29

1963

225/030 763

BLE BRENDA L EGGLESTON

60 OLD MILL ROAD • RIDGEWAY, VA 24148 • Telephone (540)858-2352

Workers Compensation Commissioner
1000 DMV Drive
Richmond, VA 23220

12/3/97
Certified Mail
P 435 163 293

Dear Commissioner,

I have received three Compensation Awards:

- Bilateral Thumb Condition VWC FILE NO. 162-62-45
- Right Shoulder Disease VWC FILE NO. 149-63-96
- Bilateral Carpal Tunnel VWC FILE NO. 143-94-79

The most recent was for Bilateral Thumb Condition. I saw Dr. Silberblatt Oct. 22nd 1997, and he said my thumb condition was resolved. There was no pain in thumbs at that time. As for as the carpal tunnel, I continue to wear a wrist splint on my left hand to help control pain and numbness. I also continue to have a lot of pain in my right hand as well the entire right arm.

I saw Dr. Crickenberger Nov. 13th 1997. He stated that my right shoulder pain had reached maximum medical improvement. I continue to have right shoulder pain.

I have looked for employment and DuPont will not offer me employment. DuPont forced me out of work Nov. 30th 1993 due to these three medical conditions. I have worked with three of Kempers Rehabilitation Councilors looking for work within my physical limitations.

As of Oct. 30 Kemper unilaterally stopped my workers compensation payment. The basic of stopping it was Dr. Silberblatt stated the thumb condition was resolved at that time. Also Kemper has refused to continue to pay for two medications which they have paid for in the past and I have been taking these medications for several years due to my work related injuries.

Despite my efforts to find work, I remain not able to find employment.

I request that my benefit be reinstated and I may be awarded any penalties or interest that may be provided by the Workers Compensation Act. I also request that Kemper continue to pay for all medications necessary for my related injuries.

If a hearing is necessary please notify me of date and time. Note change of address: 60 Old Mill Road, Ridgeway, VA 24148.

Sincerely,

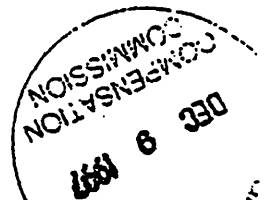
Brenda L. Eggleston

Brenda L. Eggleston

on Kemper Inc. Co

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RICHMOND, VA

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~~7-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100~~
225-630743 CW ??
162-62-45

Date: 10/22/97

Patient: Brenda L. Eggleston

Ms. Eggleston is stable as far as the right hand is concerned. She still has things that she cannot do with it because of residual from her carpal tunnel syndrome, but the deQuervain tenosynovitis seems to have subsided. She is now having trouble with her left hand. She has had night numbness and pain and this has been helped somewhat by splinting. She has been using her hand more to compensate for and protect the right hand.

She has seen Dr. Hormel who ordered nerve conduction studies on the left hand. It will be interesting to see what they show. If she does have slowing of the nerve across the wrist, then she maybe a candidate for a carpal tunnel release on that side as well.

ENRIQUE A. SILBERBLATT, MD, FACS

EAS/mha

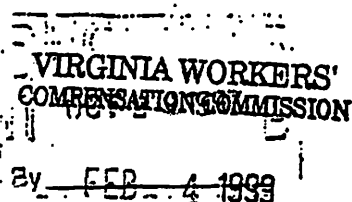
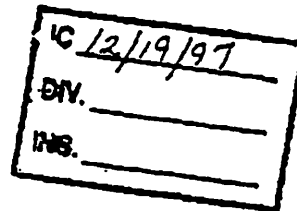
D.10/22/97

T.10/23/97

CC: LINDA BOWLES, 125 DRUMMER'S LANE, SUITE 104, WAYNE,
PENNSYLVANIA 19087

ADDENDUM: There is some question as to whether Ms. Eggleston has or ever had a gamekeeper's thumb. She never gave a history to me suggestive of subluxation of the MP joint of either thumb and at present both joints are stable and nonpainful.

Dictated but not read



CHARGE # 39

365

225
EXHIBIT
27-13

BLE BRENDA L EGGLESTON

60 OLD MILL ROAD • RIDGEWAY, VA 24148 • Telephone (540)956-2352

Workers Compensation Commissioner
1000 DMV Drive
Richmond, VA 23220

12/3/97
Certified Mail
P 435 163 293

Dear Commissioner,

I have received three Compensation Awards:

- Bilateral Thumb Condition VWC FILE NO. 162-62-45
- Right Shoulder Disease VWC FILE NO. 149-63-96
- Bilateral Carpal Tunnel VWC FILE NO. 143-94-79

The most recent was for Bilateral Thumb Condition. I saw Dr. Silberblatt Oct. 22nd 1997, and he said my thumb condition was resolved. There was no pain in thumbs at that time. As for as the carpal tunnel, I continue to wear a wrist splint on my left hand to help control pain and numbness. I also continue to have a lot of pain in my right hand as well the entire right arm.

I saw Dr. Crickenberger Nov. 13th 1997. He stated that my right shoulder pain had reached maximum medical improvement. I continue to have right shoulder pain.

I have looked for employment and DuPont will not offer me employment. DuPont forced me out of work Nov. 30th 1993 due to these three medical conditions. I have worked with three of Kempers Rehabilitation Councilors looking for work within my physical limitations.

As of Oct. 30 Kemper unilaterally stopped my workers compensation payment. The basic of stopping it was Dr. Silberblatt stated the thumb condition was resolved at that time. Also Kemper has refused to continue to pay for two medications which they have paid for in the past and I have been taking these medications for several years due to my work related injuries.

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If a hearing is necessary please notify me of date and time. Note change of address: 60 Old Mill Road, Ridgeway, VA 24148.

Sincerely,

Brenda L. Eggleston

Brenda L. Eggleston

VIRGINIA WORKERS
COMPENSATION COMMISSION

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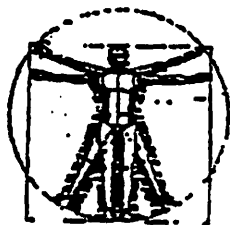
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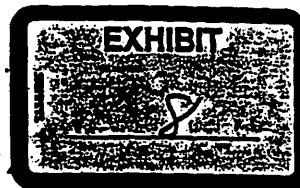
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DEC 6 1997

Kemper Inc. Co.



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MURRAY E. JOINER JR., M.D., P.C.
PHYSICAL MEDICINE AND REHABILITATION

INDEPENDENT MEDICAL EVALUATION

PATIENT NAME EGGLESTON, BRENDA L.
DATE December 10, 1997
REFERRAL SOURCE Katherine West, Claims Adjuster, Kemper Insurance Co.
CHIEF COMPLAINT Arm Pain

HISTORY

The patient is a 39 year old white female presenting giving the following history of three work related accidents:

1. September 28, 1989. She was using her hands repetitively in spinning and textile area with onset of hand pain and numbness diagnosed with bilateral carpal tunnel syndrome after nerve conduction study. Treated with splints, nonsteroidal anti-inflammatories, and light duty. Ultimately she underwent right carpal tunnel release 7/90 with decreased pain and numbness with persistent general right upper extremity numbness especially in the axilla. She reports arm pain which increased with use. She ultimately returned to work at full duty.
2. November 28, 1990. She was changing an industrial battery and as she pulled a winch into place the winch stopped abruptly jerking her right shoulder (patient points to her joint) with acute anterior/superior shoulder joint pain (points to the area) which gradually spread over the entire shoulder with increased chronic right arm pain. She was seen by an orthopedist who performed a MRI of the shoulder and diagnosed her with soft tissue injury. She was given right shoulder injection and right trapezius trigger point injection by history. She was referred to physical therapy without significant long term improvement. She was referred to a local Pain Center with improvement in coping skills without improvement in pain per the patient. She returned to work at full duty.
3. March 9, 1993. She had increase in right hand pain especially around the thumb. She followed up with her neurologist who felt she had a trigger thumb by history secondary to pushing down on spring-loaded hitches with her thumb. She was seen by a plastic surgeon and diagnosed with

VIRGINIA WORKERS
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Eggleston, Brenda L.

December 10, 1997

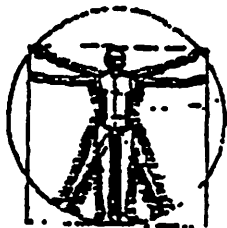
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804-385-7873

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800-737-0217

**MURRAY E. JOINER JR., M.D., P.C.**

PHYSICAL MEDICINE AND REHABILITATION

deQuervain's syndrome by history. She was treated with injection of the right abductor pollicis longus tendon by history and given Zostrix with decreased pain to point where the pain became intermittent. The patient reports: "In fact, it doesn't hurt that much".

The patient reports over the years the neurologist has maintained her pharmacologically. She reports due to her injuries her employer "forced her" onto medical retirement 11/93 which she reportedly fought.

The patient presents today complaining of the following:

1. **Neck** - She reports when she has severe pain she gets right trapezius and inferior neck achy pain with associated trapezius spasms.
2. **Right shoulder** - She complains of intermittent waxing and waning, aching pain in the posterior shoulder with aching anterior shoulder joint. Pain with popping at times in the joint with burning over the pectoralis major insertion on the shoulder. She reports increased pain with using her right arm much, leaning on her right arm, sleeping on her right side, holding her arm raised, rapidly raising the right arm, lifting, pushing, pulling, cold and rain. She reports decreased pain with ice and massage.
3. **Right arm** - She complains of intermittent, more often than not, waxing and waning, aching posterior arm and ventral forearm pain with occasional numbness in the right hand "not much" with associated palmar cramping. She reports increased pain with using her right arm; decreased pain with propping her arm up on a pillow and ice sometimes.
4. **Left hand** - She complains of numbness in the left first through third digits with occasional shooting dorsal wrist pain. She reports pain and numbness may awaken her at night. She reports using her left hand makes it cramp.
5. She denies other complaints when specifically asked.

VIRGINIA WORKERS'
COMPENSATION COMMISSION

Eggleston, Brenda L.

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FEB 4 1999 December 10, 1997

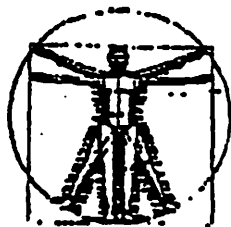
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MURRAY E. JOINER JR., M.D., P.C.
PHYSICAL MEDICINE AND REHABILITATION

PAST MEDICAL HISTORY

1. Left knee pain 7/97 which ultimately required arthrocentesis.
2. Right migraine headaches.

PAST SURGICAL HISTORY

1. Tubal ligation.
2. D & C.
3. Carpal tunnel release.

ALLERGIES

None. The patient reports that nonsteroidal anti-inflammatories upset her stomach. Strong pain medications make her nauseated.

MEDICATIONS

1. Baclofen 10 mgm b.i.d.
2. Nuromin 30 mgm q.i.d.
3. Verapamil 240 mgm 1 ½ per day

Addendum When asked by she was taking Verapamil the patient reports it was for "Migraines". She was very specific.

4. Prilosec 10 mgm q.d.

FAMILY HISTORY

1. Hypertension.

SOCIAL HISTORY

Tobacco use - negative.

Ethanol use - negative.

Education - 12 years

Occupation - medically retired from DuPont

REVIEW OF SYSTEMS

1. Positive for problems with eyes, ears.
2. Positive for problems neck
3. Positive for GI upset.

Eggleston, Brenda L.

**VIRGINIA WORKERS'
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FEB 4 1999

**VIRGINIA WORKERS'
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3

CHARGE # 39

December 10, 1997

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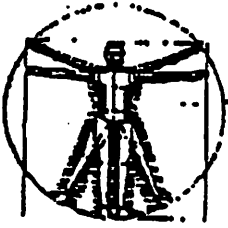
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MURRAY E. JOINER JR., M.D., P.C.

PHYSICAL MEDICINE AND REHABILITATION

4. Positive for insomnia
5. Positive for headaches
6. Positive for chest pain

PHYSICAL EXAMINATION

General - This is an obese, alert and oriented white female in no acute distress

HEENT - Normocephalic, atraumatic. Pupils equal, round and reactive to light. Extraocular muscles intact. Nose and throat atraumatic.

Neck - There is mild tenderness in the right trapezius and parascapular region without trigger point areas. There is good cervical range of motion throughout. No thyromegaly, lymphadenopathy or carotid bruits are noted.

Cardiovascular - Regular rate and rhythm without murmurs or gallops.

Respiratory - Clear.

Chest wall - There is right pectoralis tenderness without trigger points at the insertion on the shoulder. Otherwise, no other abnormalities are noted. Breast exam was deferred.

Abdomen - Positive bowel sounds, soft, nontender.

GU - Deferred.

Extremity Exam - Right shoulder - There is full active range of motion throughout. There is tenderness with palpation over the supraspinatus tendon insertion. No bicipital groove tenderness is noted. No deltoid area tenderness is noted. No anterior/posterior joint line tenderness is noted. No AC joint tenderness is noted. There is good range of motion throughout.

Right arm - There is diffuse tenderness over the forearm extensors. No trigger points are noted. No isolated extensor carpi radialis brevis insertion tenderness is noted. There is full active range of motion at the elbow.

Eggleston, Brenda L.

4 VIRGINIA WORKERS' COMPENSATION COMMISSION December 10, 1997

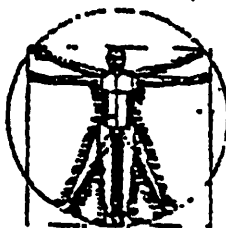
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MURRAY E. JOINER JR., M.D., P.C.

PHYSICAL MEDICINE AND REHABILITATION

Right wrist and hand There is a healed right carpal tunnel incision. Tinel's and Phelian's are negative over the right carpal tunnel and Guyon's canal. There is full range of motion in the wrist. No crepitus is noted. No tenderness is noted to palpation. Finkelstein's testing is negative. Addendum: Of particular interest are the large soiled calluses on patient's hands bilaterally suggesting she has been doing some heavy work activity for a prolonged period.

Left Wrist - Positive Phelian's. Tinel's is negative over the carpal tunnel and Guyon's canal.

Other than the above no signs of acute or chronic trauma are noted.

Spinal Exam - No visual or palpable bony abnormalities are noted. No pathologic curves are noted.

Neurologic Exam - Cranial nerves II through XII are grossly intact. Deep tendon reflexes 2/4. Sensory exam is intact. Strength is 5/5 throughout.

IMPRESSION

1. Chronic right cervical/thoracic myalgia.
2. Chronic right supraspinatus tendinitis.
3. Right lateral pectoralis major myalgia.
4. Right forearm extensor myalgia.
5. Left carpal tunnel syndrome (mild) which should not interfere with any of the patient's activities especially in the presence of normal nerve conduction studies. According to Dr. Hornel's report of 10/30/97 he performed a nerve conduction study on the left side and found "her median sensory, though, a normal amplitude is delayed. An ulnar sensory done at exactly the same distance demonstrates a difference between the two of 0.7 Msec which is roughly 33%." Utilizing the Guidelines as outlined by the American Academy of Electrodiagnostic Medicine, also noted in textbook "Practical Electromyography", 2nd Edition by Ernest W. Johnson, and "Electrodiagnosis in Diseases of Nerve and Muscle, Principles and Practices", 2nd Edition by Jun Kimura, this is well within normal limits. Please refer to Table 6-2 page 108 in the text "Electrodiagnosis in Diseases

Eggleston, Brenda L.

5

December 10, 1997

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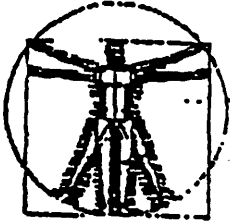
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MURRAY E. JOINER JR., M.D., P.C.
 PHYSICAL MEDICINE AND REHABILITATION

of Nerve and Muscle, Principles and Practices". In that Table it is noted that a median to ulnar difference of 0.79 ± 0.31 is indeed within normal limits. Therefore, the patient's nerve conduction study is well within normal limits.

6. The patient's prior medical records, testing, and her physical examination today are inconsistent with a diagnosis of Reflex Sympathetic Dystrophy which as a diagnosis especially this late stage would have required multiple objective findings which are not and have not been present. Please refer to the textbook by Samuel L. Turek "Orthopedics Principles and Practices", 4th Edition, page 795 through 797. There it is clearly outlined the objective findings which are present with Reflex Sympathetic Dystrophy. Specifically at this late date one would expect to see "characteristic spotty decalcification", pain, edema, tenderness, cyanosis, coldness, sweating, stiffness, evidence of vaso-spasms, cyanotic glossy skin, limitation in range of motion of the digits, persistent "burning" pain aggravated by heat, emotion, palpation and in long term cases fibrotic contractures - all of which are not and have not been present. Indeed, Verapamil would be appropriate with Reflex Sympathetic Dystrophy, but this is not the case with Ms. Eggleston. Examiner suspects that the Verapamil is actually being used "migraines" as reported by the patient. Also, in the absence of Reflex Sympathetic Dystrophy or neuropathic pain, the examiner cannot find an indication for the use of Neurontin. This has at least been the case since 8/18/95 where according to the note "arm strength is good, shoulder range of motion is better. She is going to teach one or two courses and participate in one to two courses this fall. We will try to work with her with this."
7. The patient's ongoing treatment for gastritis including Prilosec is not related to her work related injury. She has not taken nonsteroidal anti-inflammatories since they were discontinued by Dr. Horniel 5/15/95 and therefore the use of nonsteroidal anti-inflammatories could not explain any ongoing gastrointestinal distress two years after discontinuation of these medications. The actual cause of the patient's GI problems were "Helicobacter pylori" demonstrated on biopsy from her 7/14/95 endoscopy performed by Dr. Robert Moylan. This condition responds well to short term treatment as instituted by Dr. Moylan on 8/18/95 where he instituted the following program: "The patient will abstain from nonsteroidal medications. She will be given triple antibiotic therapy form of Tetracycline, Flaggl and Pepto-Bismol. She will continue Prilosec for an additional two months. If the patient has any problems with epigastric pain she will return to the clinic for further evaluation. At the end of two months I suspect she will discontinue Prilosec altogether".

Eggleston, Brenda L.

**VIRGINIA WORKERS'
 COMPENSATION COMMISSION**

December 10, 1997

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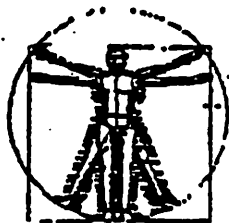
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MURRAY E. JOINER JR., M.D., P.C.

PHYSICAL MEDICINE AND REHABILITATION

8. Based on review of the patient's extensive medical records and her history and physical examination today, the examiner can find no objective reason to continue Neurontin, Verapamil, or Prilosec for her work related injuries. It is unlikely that the patient requires ongoing Baclofen use which she admits to taking as needed only. There are several other non-addictive, less sedating muscle relaxers with a lower risk profile which require less intensive monitoring (i.e.- liver function tests, etc).

RECOMMENDATIONS

1. As it relates to the patient's work related injury, she is indeed at maximum medical improvement. No further interventions or testing is recommended. For reasons previously mentioned, there is not medical reason for regular follow up for any work related problems.


Murray E. Joiner, Jr., M.D.

MEJ/jr

Original to: Ms. Katherine West, Claims Adjuster, Kemper Insurance Co., P. O. 7637
Roanoke, Va 24019

cc: Ms. Linda Bowles, RN, Kemper Insurance Co., P. O. Box 7637, Roanoke, VA 24019

Eggleston, Brenda L.

7

December 10, 1997

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• 302
Arlington, VA 22018
540-772-4448

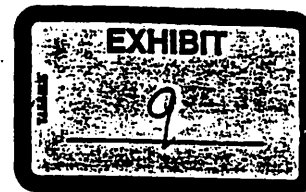
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CHARGE # 35

580 W. Ridge Road
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Wytheville, VA 24382
800-737-0217

1-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON



EMPLOYEE NUMBER: 850
PERIOD END DATE: 1990/09/15
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0	2	4	23	0.000	0.0						
B	2	2	4	9	11.100	8.0						
B	2	2	4	9	11.100			3.0				
B	2	2	4	32	11.100			5.0				
B	2	2	4	9	11.100			8.0				
B	2	2	4	23	11.100					0.0		
B	2	2	4	9	11.100						8.0	
B	2	2	4	9	11.100							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1999

CHARGE # 39

374

17-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON

PAGE 38

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1990/09/22
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
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B	0		2	4	23	0.000	0.0						
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B	3		2	4	19	11.100						8.0	
B	3		2	4	19	11.100							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
 COMPENSATION COMMISSION

FEB 4 1993

CHARGE # 39

27-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON

PAGE 39

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1990/09/29
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
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TOTAL HRS: 40.0

VIRGINIA WORKERS'
 COMPENSATION COMMISSION

FEB 2 1999

CHARGE # 39

7-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON

PAGE 40

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1990/10/06
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
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B	0	2	4	23	0.000							0.0

TOTAL HRS: 40.0

27-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON

PAGE 41

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1990/10/13
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
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B	2		2	4	19	11.100				8.0			
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B	2		2	4	19	11.100						8.0	

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

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CHARGE # 39

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PAGE 42

WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1990/10/20
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		2	4	19	11.100	8.0						
B	0		2	4	23	0.000	0.0						
B	0		2	4	23	0.000			0.0				
B	3		2	4	19	11.100				8.0			
B	3		2	4	19	11.100					8.0		
B	3		2	4	19	11.100						8.0	
B	3		2	4	19	11.100							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1990/10/27
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3	2	4	19	11.100	8.0						
B	3	2	4	19	11.100		8.0					
B	3	2	4	19	11.100			8.0				
B	0	2	4	23	0.000				0.0			
B	0	2	4	23	0.000					0.0		
B	1	2	4	19	11.100						8.0	
B	1	2	4	19	11.100							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1990/11/03
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		2	4	19	11.100	8.0						
B	1		2	4	19	11.100		8.0					
B	1		2	4	19	11.100			8.0				
B	1		2	4	9	11.100				8.0			
B	1		2	4	9	11.100					8.0		
B	0		2	4	23	0.000						0.0	
B	0		2	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1990/11/10
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		2	4	23	0.000	0.0						
B	2		2	4	9	11.100	8.0						
B	2		2	4	32	11.100			3.0				
B	2		2	4	9	11.100			5.0				
B	2		2	4	23	11.100			0.0				
B	2		2	4	9	11.100				8.0			
B	2		2	4	9	11.100					8.0		
B	2		2	4	9	11.100						8.0	

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1990/11/17
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		2	4	9	11.100	8.0						
B	0		2	4	23	0.000	0.0						
B	0		2	4	23	0.000			0.0				
B	3		2	4	9	11.100				8.0			
B	3		2	4	9	11.100					8.0		
B	3		2	4	9	11.100						8.0	
B	3		2	4	9	11.100							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1990/11/24
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		2	4	9	11.100	8.0						
B	3		2	4	9	11.100	8.0						
B	3		2	4	9	11.100	8.0						
B	0		2	4	23	0.000				0.0			
B	2		2	4	6	11.100				8.0			
B	1		2	4	10	11.100						8.0	
B	1		2	4	9	11.100							8.0

TOTAL HRS: 48.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1990/12/01
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		2	4	9	11.100	8.0						
B	1		2	4	9	11.100	8.0						
B	1		2	4	9	11.100			8.0				
B	1		2	4	9	11.100				8.0			
B	1		2	4	9	11.100					8.0		
B	0		2	4	23	0.000						0.0	
B	0		2	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1990/12/08
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		2	4	23	0.000	0.0						
B	2		2	4	21	11.550	8.0						
B	2		2	4	21	11.550	8.0						
B	2		2	4	21	11.550	3.3						
B	2		2	4	32	11.550	4.7						
B	2		2	4	23	11.550	0.0						
B	2		2	4	21	11.550	4.5						
B	2		2	4	32	11.550	3.5						
B	2		2	4	9	11.550	8.0						

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1990/12/15
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		2	4	21	11.550	8.0						
B	0		2	4	23	0.000		0.0					
B	0		2	4	23	0.000			0.0				
B	3		2	4	21	11.550				7.5			
B	3		2	4	21	11.550					8.0		
B	3		2	4	21	11.550						8.0	
B	3		2	4	21	11.550							7.5

TOTAL HRS: 39.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1990/12/22
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		2	4	21	11.550	8.0						
B	3		2	4	21	11.550	8.0						
B	2		2	4	4	11.550			0.6				
B	3		2	4	21	11.550	8.0						
B	0		2	4	23	0.000			0.0				
B	0		2	4	23	0.000				0.0			
B	1		2	4	6	11.550					8.0		
B	1		2	4	6	11.550						8.0	

TOTAL HRS: 40.6

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1990/12/29
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		2	4	10	11.550	8.0						
B	1		2	4	10	11.550	8.0						
B	1		2	4	10	11.550			8.0				
B	1		2	4	10	11.550				8.0			
B	1		2	4	18	11.550					8.0		
B	0		2	4	23	0.000						0.0	
B	0		2	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/01/05
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		2	4	23	0.000	0.0						
B	2		2	4	21	11.550	8.0						
B	2		2	4	6	11.550	8.0						
B	2		2	4	21	11.550	8.0						
B	2		2	4	21	11.550	7.3						
B	2		2	4	23	11.550	0.0						
B	2		2	4	21	11.550	8.0						

TOTAL HRS: 39.3

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930

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/01/12
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		2	4	21	11.550	8.0						
B	0		2	4	23	0.000		0.0					
B	0		2	4	23	0.000			0.0				
B	3		2	4	4	11.550				1.0			
B	3		2	4	21	11.550				8.0			
B	3		2	4	21	11.550					8.0		
B	3		2	4	19	11.550						8.0	
B	3		2	4	19	11.550							8.0

TOTAL HRS: 41.0

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991

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WEEKLY PAY RECORD FOR: B G EGGLESTON



EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/01/12
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		2	4	21	11.550	8.0						
B	0		2	4	23	0.000	0.0						
B	0		2	4	23	0.000	0.0						
B	3		2	4	4	11.550				1.0			
B	3		2	4	21	11.550				8.0			
B	3		2	4	21	11.550				8.0			
B	3		2	4	19	11.550					8.0		
B	3		2	4	19	11.550						8.0	

TOTAL HRS: 41.0

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592

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/01/19
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		2	4	19	11.550	8.0						
B	3		2	4	9	11.550		8.0					
B	3		2	4	9	11.550			8.0				
B	0		2	4	23	0.000				0.0			
B	0		2	4	23	0.000					0.0		
B	1		2	4	9	11.550						8.0	
B	1		2	4	9	11.550							8.0

TOTAL HRS: 40.0

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 COMPENSATION COMMISSION

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993

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/01/26
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		2	4	9	11.550							
B	1		2	4	9	11.550	8.0						
B	1		2	4	9	11.550		8.0					
B	1		2	4	9	11.550			8.0				
B	1		2	4	9	11.550				8.0			
B	1		2	4	9	11.550					8.0		
B	0		2	4	23	0.000						0.0	
B	0		2	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/02/02
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0	2	4	23	0.000	0.0						
B	2	2	4	23	11.550	0.0						
B	2	2	4	9	11.550		8.0					
B	2	2	4	9	11.550				2.0			
B	2	2	4	32	11.550				6.0			
B	2	2	4	9	11.550					8.0		
B	2	2	4	9	11.550						8.0	
B	2	2	4	9	11.550							8.0

TOTAL HRS: 40.0

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1995

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/02/09
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		2	4	9	11.550	8.0						
B	0		2	4	23	0.000		0.0					
B	0		2	4	23	0.000			0.0				
B	3		2	4	9	11.550				8.0			
B	3		2	4	9	11.550					7.0		
B	3		2	4	9	11.550						8.0	
B	3		2	4	9	11.550							8.0

TOTAL HRS: 39.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/02/16
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		2	4	9	11.550	8.0						
B	3		2	4	9	11.550		8.0					
B	2		2	4	4	11.550			0.6				
B	3		2	4	9	11.550			8.0				
B	0		2	4	23	0.000				0.0			
B	0		2	4	23	0.000					0.0		
B	1		2	4	9	11.550						8.0	
B	1		2	4	9	11.550							8.0

TOTAL HRS: 40.6

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/02/23
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		2	4	9	11.550	8.0						
B	1		2	4	3	11.550	8.0						
B	1		2	4	9	11.550	8.0						
B	1		2	4	9	11.550	8.0						
B	1		2	4	9	11.550	8.0						
B	0		2	4	23	0.000						0.0	
B	0		2	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/03/02
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		2	4	23	0.000	0.0						
B	2		2	4	9	11.550	8.0						
B	2		2	4	1	11.550			7.0				
B	2		2	4	9	11.550			8.0				
B	2		2	4	9	11.550				8.0			
B	2		2	4	9	11.550					8.0		
B	2		2	4	9	11.550						8.0	
B	2		2	4	9	11.550							8.0

TOTAL HRS: 47.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/03/09
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2	2	4	9	11.550	8.0						
B	0	2	4	23	0.000		0.0					
B	0	2	4	23	0.000			0.0				
B	3	2	4	9	11.550				8.0			
B	3	2	4	9	11.550					8.0		
B	3	2	4	9	11.550						8.0	
B	3	2	4	9	11.550							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/03/16
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		2	4	9	11.550	8.0						
B	3		2	4	10	11.550	8.0						
B	2		2	4	4	11.550			0.6				
B	3		2	4	9	11.550			8.0				
B	0		2	4	23	0.000				0.0			
B	0		2	4	23	0.000					0.0		
B	1		2	4	9	11.550						8.0	
B	1		2	4	9	11.550							8.0

TOTAL HRS: 40.6

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CHARGE # 39

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/03/23
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1	2	4	9	11.550	8.0						
B	1	2	4	9	11.550	8.0						
B	1	2	4	21	11.550			8.0				
B	1	2	4	21	11.550				8.0			
B	1	2	4	10	11.550					8.0		
B	0	2	4	23	0.000						0.0	
B	0	2	4	23	0.000							0.0

TOTAL HRS: 40.0

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 COMPENSATION COMMISSION

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1002

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/03/30
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		2	4	23	0.000	0.0						
B	2		2	4	23	11.550	0.0						
B	2		2	4	6	11.550			8.0				
B	2		2	4	6	11.550				8.0			
B	2		2	4	4	11.550					1.0		
B	2		2	4	21	11.550					8.0		
B	2		2	4	21	11.550						8.0	
B	2		2	4	21	11.550							8.0

TOTAL HRS: 41.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/04/06
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		2	4	21	11.550	8.0						
B	2		2	4	6	11.550	8.0						
B	0		2	4	23	0.000			0.0				
B	3		2	4	21	11.550				8.0			
B	3		2	4	21	11.550					8.0		
B	3		2	4	9	11.550						8.0	
B	3		2	4	9	11.550							8.0

TOTAL HRS: 48.0

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1004

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/04/13
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		2	4	9	11.550	8.0						
B	3		2	4	9	11.550		8.0					
B	3		2	4	4	11.550			0.6				
B	3		2	4	9	11.550		8.0					
B	0		2	4	23	0.000				0.0			
B	0		2	4	23	0.000					0.0		
B	1		2	4	9	11.550						8.0	
B	1		2	4	9	11.550							8.0

TOTAL HRS: 40.6

VIRGINIA WORKERS'
COMPENSATION COMMISSION

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CHARGE # 39

27-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/04/20
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1	2	4	9	11.550	8.0						
B	1	2	4	9	11.550		8.0					
B	1	2	4	9	11.550			8.0				
B	1	2	4	9	11.550				8.0			
B	1	2	4	9	11.550					8.0		
B	0	2	4	23	0.000						0.0	
B	0	2	4	23	0.000							0.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

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CHARGE # 39

27-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/04/27
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		2	4	23	0.000	0.0						
B	2		2	4	9	11.550	8.0						
B	2		2	4	32	11.550			3.2				
B	2		2	4	9	11.550			4.8				
B	2		2	4	32	11.550				2.2			
B	2		2	4	9	11.550				5.8			
B	2		2	4	23	11.550					0.0		
B	2		2	4	9	11.550						8.0	
B	2		2	4	9	11.550							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1999

CHARGE # 39

17-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/05/04
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		2	4	9	11.550	8.0						
B	0		2	4	23	0.000		0.0					
B	0		2	4	23	0.000			0.0				
B	3		2	4	9	11.550				8.0			
B	3		2	4	9	11.550					8.0		
B	3		2	4	9	11.550						8.0	
B	3		2	4	9	11.550							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
 COMPENSATION COMMISSION

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/05/11
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		2	4	9	11.550	8.0						
B	3		2	4	9	11.550	8.0						
B	3		2	4	4	11.550			1.0				
B	3		2	4	9	11.550	8.0						
B	0		2	4	23	0.000				0.0			
B	0		2	4	23	0.000					0.0		
B	1		2	4	9	11.550						8.0	
B	1		2	4	9	11.550							8.0

TOTAL HRS: 41.0

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COMPENSATION COMMISSION

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/05/18
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1	2	4	9	11.550	8.0						
B	1	2	4	9	11.550	8.0						
B	1	2	4	9	11.550		8.0					
B	1	2	4	9	11.550			8.0				
B	1	2	4	9	11.550				8.0			
B	0	2	4	23	0.000						0.0	
B	0	2	4	23	0.000							0.0

TOTAL HRS: 40.0

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 COMPENSATION COMMISSION

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/05/25
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		2	4	23	0.000	0.0						
B	2		2	4	9	11.550	8.0						
B	2		2	4	32	11.550			3.0				
B	2		2	4	9	11.550			5.0				
B	2		2	4	9	11.550				8.0			
B	2		2	4	9	11.550					8.0		
B	2		2	4	23	11.550						0.0	
B	2		2	4	9	11.550							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/06/01
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3	2	4	1	11.550							
B	2	2	4	9	11.550	8.0						
B	2	2	4	3	11.550		8.3					
B	2	2	4	1	11.550			12.4				
B	3	2	4	1	11.550				4.3			
B	2	2	4	9	11.550			8.0				
B	3	2	4	9	11.550					8.0		
B	3	2	4	1	11.550						0.3	
B	3	2	4	9	11.550						7.7	
B	3	2	4	5	11.550							8.0

TOTAL HRS: 65.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/06/08
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		2	4	18	11.550	8.0						
B	3		2	4	9	11.550		5.0					
B	3		2	4	4	11.550			1.0				
B	3		2	4	9	11.550		8.0					
B	0		2	4	23	0.000				0.0			
B	0		2	4	23	0.000					0.0		
B	1		2	4	9	11.550						8.0	
B	1		2	4	9	11.550							8.0

TOTAL HRS: 38.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/06/15
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1	2	4	18	11.550	8.0						
B	1	2	4	18	11.550	8.0						
B	1	2	4	10	11.550			8.0				
B	1	2	4	10	11.550				8.0			
B	1	2	4	10	11.550					8.0		
B	0	2	4	23	0.000						0.0	
B	0	2	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/06/22
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		2	4	23	0.000	0.0						
B	2		2	4	23	11.550	0.0						
B	2		2	4	32	11.550			3.0				
B	2		2	4	9	11.550			5.0				
B	2		2	4	9	11.550				8.0			
B	2		2	4	32	11.550					3.0		
B	2		2	4	9	11.550					5.0		
B	2		2	4	9	11.550						8.0	
B	2		2	4	9	11.550							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/06/29
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		2	4	9	11.550	8.0						
B	0		2	4	23	0.000		0.0					
B	0		2	4	23	0.000			0.0				
B	3		2	4	9	11.550				8.0			
B	3		2	4	9	11.550					8.0		
B	3		2	4	9	11.550						8.0	
B	3		2	4	9	11.550							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/07/06
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		2	4	9	11.550	8.0						
B	3		2	4	9	11.550	5.0						
B	3		2	4	9	11.550	8.0						
B	0		2	4	23	0.000	0.0						
B	2		2	4	6	11.550	8.0						
B	1		2	4	9	11.550	8.0						
B	1		2	4	9	11.550	8.0						

TOTAL HRS: 45.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/07/13
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		2	4	9	11.550	8.0						
B	1		2	4	9	11.550		8.0					
B	1		2	4	9	11.550			8.0				
B	1		2	4	9	11.550				8.0			
B	1		2	4	9	11.550					8.0		
B	0		2	4	23	0.000						0.0	
B	0		2	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/07/20
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2	2	4	9	11.550							
B	0	2	4	23	0.000	0.0						
B	2	2	4	12	11.550		8.0					
B	0	2	4	23	0.000			0.0				
B	2	2	4	12	11.550				8.0			
B	2	2	4	12	11.550					8.0		
B	2	2	4	12	11.550						8.0	
B	2	2	4	12	11.550							8.0

TOTAL HRS: 40.0

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COMPENSATION COMMISSION

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/07/27
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	9	12.890	8.0						
B	0		3	4	23	0.000		0.0					
B	0		3	4	23	0.000			0.0				
B	3		3	4	9	12.890				8.0			
B	3		3	4	32	12.890					0.8		
B	3		3	4	9	12.890					7.2		
B	3		3	4	9	12.890						8.0	
B	3		3	4	9	12.890							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B. G. EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/08/03
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	9	12.890	8.0						
B	3		3	4	9	12.890		5.0					
B	3		3	4	4	12.890			1.0				
B	3		3	4	9	12.890			8.0				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	9	12.890						8.0	
B	1		3	4	9	12.890							8.0

TOTAL HRS: 38.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/08/10
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	9	12.890	8.0						
B	1		3	4	9	12.890		8.0					
B	1		3	4	9	12.890			8.0				
B	1		3	4	9	12.890				8.0			
B	1		3	4	9	12.890					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/08/17
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	9	12.890	8.0						
B	2		3	4	9	12.890		8.0					
B	2		3	4	23	12.890			0.0				
B	2		3	4	9	12.890				8.0			
B	2		3	4	9	12.890					8.0		
B	2		3	4	9	12.890						8.0	

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/08/24
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	9	12.890	8.0						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000			0.0				
B	3		3	4	9	12.890				8.0			
B	3		3	4	9	12.890					8.0		
B	3		3	4	9	12.890						8.0	
B	3		3	4	9	12.890							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/08/31
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	9	12.890	8.0						
B	3		3	4	9	12.890	5.0						
B	2		3	4	4	12.890	0.6						
B	3		3	4	9	12.890	8.0						
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000				0.0			
B	1		3	4	9	12.890						8.0	
B	1		3	4	9	12.890							8.0

TOTAL HRS: 37.6

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/09/07
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	9	12.890	8.0						
B	1		3	4	3	12.890		8.0					
B	1		3	4	9	12.890			8.0				
B	1		3	4	9	12.890				8.0			
B	1		3	4	9	12.890					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/09/21
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2	3	4	10	12.890	8.0						
B	0	3	4	23	0.000	0.0						
B	0	3	4	23	0.000			0.0				
B	3	3	4	9	12.890				3.4			
B	3	3	4	9	12.890					8.0		
B	3	3	4	9	12.890						8.0	
B	3	3	4	9	12.890							8.0

TOTAL HRS: 35.4

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CHARGE #39

1027

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/09/14
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	9	12.890	8.0						
B	2		3	4	9	12.890		8.0					
B	2		3	4	23	12.890			0.0				
B	2		3	4	9	12.890				8.0			
B	2		3	4	9	12.890					8.0		
B	2		3	4	10	12.890						8.0	

TOTAL HRS: 40.0

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CHARGE # 39

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/09/28
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	9	12.890	8.0						
B	3		3	4	9	12.890		8.0					
B	2		3	4	4	12.890			0.6				
B	3		3	4	9	12.890			8.0				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	9	12.890						8.0	
B	1		3	4	9	12.890							8.0

TOTAL HRS: 40.6

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CHARGE # 39

1029

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/10/05
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	9	12.890	8.0						
B	1		3	4	9	12.890		8.0					
B	1		3	4	9	12.890			8.0				
B	1		3	4	9	12.890				8.0			
B	1		3	4	9	12.890					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/10/12
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	9	12.890	8.0						
B	2		3	4	10	12.890			8.0				
B	2		3	4	10	12.890				8.0			
B	2		3	4	23	12.890					0.0		
B	2		3	4	10	12.890						8.0	
B	2		3	4	9	12.890							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/10/19
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	9	12.890	8.0						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000			0.0				
B	3		3	4	9	12.890				2.6			
B	3		3	4	9	12.890					8.0		
B	3		3	4	9	12.890						7.8	
B	3		3	4	9	12.890							8.0

TOTAL HRS: 34.4

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/10/26
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	9	12.890	8.0						
B	3		3	4	9	12.890	8.0						
B	2		3	4	4	12.890			0.6				
B	3		3	4	9	12.890			8.0				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	9	12.890						8.0	
B	1		3	4	9	12.890							7.0

TOTAL HRS: 39.6

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COMPENSATION COMMISSION

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/11/02
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1	3	4	9	12.890	8.0						
B	1	3	4	9	12.890	8.0						
B	1	3	4	9	12.890	8.0						
B	1	3	4	9	12.890				8.0			
B	1	3	4	9	12.890					8.0		
B	0	3	4	23	0.000						0.0	
B	0	3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/11/09
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0	3	4	23	0.000	0.0						
B	2	3	4	23	12.890	0.0						
B	2	3	4	9	12.890			8.0				
B	2	3	4	9	12.890				8.0			
B	2	3	4	9	12.890					8.0		
B	2	3	4	9	12.890						8.0	
B	2	3	4	9	12.890							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/11/16
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	9	12.890	8.0						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000			0.0				
B	3		3	4	9	12.890				8.0			
B	3		3	4	9	12.890					8.0		
B	3		3	4	9	12.890						8.0	
B	3		3	4	9	12.890							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/11/23
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	9	12.890	8.0						
B	3		3	4	9	12.890	8.0						
B	2		3	4	4	12.890			0.6				
B	3		3	4	9	12.890			8.0				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	9	12.890						8.0	
B	1		3	4	9	12.890							8.0

TOTAL HRS: 40.6

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/11/30
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	9	12.890	8.0						
B	1		3	4	9	12.890	8.0						
B	1		3	4	9	12.890			8.0				
B	1		3	4	10	12.890				8.0			
B	1		3	4	6	12.890					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/12/07
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0	3	4	23	0.000	0.0						
B	2	3	4	9	13.320	8.0						
B	2	3	4	23	13.320			0.0				
B	2	3	4	9	13.320			8.0				
B	2	3	4	9	13.320				8.0			
B	2	3	4	9	13.320					8.0		
B	2	3	4	9	13.320						8.0	
B	2	3	4	9	13.320							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/12/14
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2	3	4	9	13.320	8.0						
B	0	3	4	23	0.000	0.0						
B	0	3	4	23	0.000			0.0				
B	3	3	4	9	13.320				8.0			
B	3	3	4	9	13.320					8.0		
B	3	3	4	9	13.320						8.0	
B	3	3	4	9	13.320							8.0

TOTAL HRS: 40.0

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CHARGE # 39

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1991/12/21
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	9	13.320	8.0						
B	3		3	4	9	13.320	8.0						
B	2		3	4	4	13.320			0.6				
B	3		3	4	9	13.320			8.0				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	18	13.320						8.0	
B	1		3	4	6	13.320							8.0

TOTAL HRS: 40.6

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CHARGE # 39

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1991/12/28
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	6	13.320	8.0						
B	1		3	4	10	13.320	8.0						
B	1		3	4	10	13.320			8.0				
B	1		3	4	10	13.320				8.0			
B	1		3	4	10	13.320					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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 COMPENSATION COMMISSION

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CHARGE # 89

1042

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/01/04
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	9	13.370	8.0						
B	2		3	4	9	13.370			8.0				
B	2		3	4	6	13.370				8.0			
B	2		3	4	9	13.370					8.0		
B	2		3	4	9	13.370						8.0	
B	2		3	4	9	13.370							8.0

TOTAL HRS: 48.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/01/11
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	9	13.370	8.0						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000			0.0				
B	3		3	4	9	13.370				8.0			
B	3		3	4	9	13.370					8.0		
B	3		3	4	9	13.370						8.0	
B	3		3	4	9	13.370							8.0

TOTAL HRS: 40.0

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CHARGE # 39

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/01/18
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	9	13.370	8.0						
B	3		3	4	17	13.370		2.6					
B	3		3	4	9	13.370		5.4					
B	3		3	4	4	13.370			1.0				
B	3		3	4	9	13.370			8.0				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	9	13.370						8.0	
B	1		3	4	9	13.370							8.0

TOTAL HRS: 41.0

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CHARGE #39

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/01/25
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	9	13.370	8.0						
B	1		3	4	9	13.370		3.3					
B	1		3	4	17	13.370		4.7					
B	1		3	4	9	13.370			8.0				
B	1		3	4	9	13.370				8.0			
B	1		3	4	9	13.370					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/02/01
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	23	13.370		0.0					
B	2		3	4	9	13.370			8.0				
B	2		3	4	9	13.370				5.7			
B	2		3	4	32	13.370					1.2		
B	2		3	4	9	13.370					6.8		
B	2		3	4	9	13.370						8.0	
B	2		3	4	9	13.370							8.0

TOTAL HRS: 37.7

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/02/08
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2	3	4	9	13.370	8.0						
B	0	3	4	23	0.000	0.0						
B	0	3	4	23	0.000			0.0				
B	3	3	4	9	13.370				8.0			
B	3	3	4	9	13.370					8.0		
B	3	3	4	10	13.370						8.0	
B	3	3	4	18	0.000							0.1
B	3	3	4	9	13.370							7.9

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/02/15
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	9	13.370	8.0						
B	3		3	4	9	13.370		8.0					
B	3		3	4	9	13.370			8.0				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	10	13.370						8.0	
B	1		3	4	9	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B B ECCLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/02/22
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	3	13.370	8.0						
B	1		3	4	3	13.370	8.0						
B	1		3	4	9	13.370	8.0						
B	1		3	4	9	13.370	8.0						
B	1		3	4	9	13.370	8.0						
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/02/29
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0	3	4	23	0.000	0.0						
B	2	3	4	18	0.000		2.6					
B	2	3	4	9	13.370		5.4					
B	2	3	4	9	13.370			8.0				
B	2	3	4	23	13.370				0.0			
B	2	3	4	9	13.370					8.0		
B	2	3	4	9	13.370						8.0	
B	2	3	4	9	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/03/07
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	9	13.370	8.0						
B	2		3	4	4	13.370	5.9						
B	0		3	4	23	0.000	0.0						
B	3		3	4	9	13.370	8.0						
B	3		3	4	18	0.000	0.2						
B	3		3	4	9	13.370	7.8						
B	3		3	4	9	13.370	8.0						
B	3		3	4	9	13.370	8.0						

TOTAL HRS: 45.9

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/03/14
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3	3	4	18	0.000	2.7						
B	3	3	4	9	13.370	5.3						
B	3	3	4	9	13.370	8.0						
B	3	3	4	9	13.370	8.0						
B	0	3	4	23	0.000				0.0			
B	3	3	4	4	13.370				1.0			
B	1	3	4	9	13.370					8.0		
B	1	3	4	9	13.370						8.0	

TOTAL HRS: 41.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/03/21
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	9	13.370	8.0						
B	1		3	4	9	13.370		8.0					
B	1		3	4	9	13.370			8.0				
B	1		3	4	9	13.370				8.0			
B	1		3	4	9	13.370					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/03/28
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	17	13.370	8.0						
B	2		3	4	18	0.000			0.1				
B	2		3	4	9	13.370			7.9				
B	2		3	4	23	13.370				0.0			
B	2		3	4	7	13.370					1.2		
B	2		3	4	9	13.370					6.8		
B	2		3	4	9	13.370						8.0	
B	2		3	4	9	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/04/04
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	18	0.000	0.4						
B	2		3	4	9	13.370	7.6						
B	0		3	4	23	0.000		0.0					
B	0		3	4	23	0.000			0.0				
B	3		3	4	9	13.370				8.0			
B	3		3	4	21	13.370					8.0		
B	3		3	4	21	13.370						8.0	
B	3		3	4	18	0.000							0.4
B	3		3	4	21	13.370							7.6

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/04/11
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3	3	4	21	13.370	8.0						
B	3	3	4	21	13.370	8.0						
B	3	3	4	4	13.370			0.9				
B	3	3	4	21	13.370	8.0						
B	0	3	4	23	0.000			0.0				
B	0	3	4	23	0.000					0.0		
B	1	3	4	10	13.370						8.0	
B	1	3	4	21	13.370							8.0

TOTAL HRS: 40.9

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/04/18
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	9	13.370	8.0						
B	1		3	4	21	13.370		3.4					
B	1		3	4	17	13.370		4.6					
B	1		3	4	21	13.370			8.0				
B	1		3	4	21	13.370				8.0			
B	1		3	4	21	13.370					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/04/25
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0	3	4	23	0.000	0.0						
B	2	3	4	3	13.370	8.0						
B	2	3	4	21	13.370			8.0				
B	2	3	4	23	13.370				0.0			
B	2	3	4	10	13.370					8.0		
B	2	3	4	21	13.370						8.0	
B	2	3	4	21	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/05/02
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2	3	4	21	13.370	1.0						
B	2	3	4	18	0.000	7.0						
B	0	3	4	23	0.000		0.0					
B	0	3	4	23	0.000			0.0				
B	3	3	4	21	13.370				8.0			
B	3	3	4	21	13.370					8.0		
B	3	3	4	21	13.370						8.0	
B	3	3	4	21	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/05/09
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3	3	4	21	13.370	8.0						
B	3	3	4	18	0.000	2.4						
B	3	3	4	21	13.370	5.6						
B	2	3	4	4	13.370	1.0						
B	3	3	4	21	13.370	8.0						
B	0	3	4	23	0.000	0.0						
B	0	3	4	23	0.000	0.0						
B	1	3	4	10	13.370	8.0						
B	1	3	4	17	13.370	8.0						

TOTAL HRS: 41.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/05/16
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	10	13.370	8.0						
B	1		3	4	10	13.370		8.0					
B	1		3	4	10	13.370			8.0				
B	1		3	4	21	13.370				8.0			
B	1		3	4	21	13.370					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/05/23
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	21	13.370	8.0						
B	2		3	4	23	13.370		0.0					
B	2		3	4	21	13.370			8.0				
B	2		3	4	21	13.370				8.0			
B	2		3	4	21	13.370					8.0		
B	2		3	4	21	13.370						8.0	
B	2		3	4	21	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/05/30
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	21	13.370	8.0						
B	2		3	4	34	13.370	8.0						
B	0		3	4	23	0.000			0.0				
B	3		3	4	18	13.370				8.0			
B	3		3	4	10	13.370					8.0		
B	3		3	4	21	13.370						8.0	
B	3		3	4	17	13.370							1.9
B	3		3	4	21	13.370							6.1

TOTAL HRS: 48.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/06/06
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	21	13.370	8.0						
B	3		3	4	21	13.370	8.0						
B	2		3	4	4	13.370			1.0				
B	3		3	4	21	13.370			8.0				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	17	13.370						8.0	
B	1		3	4	17	13.370							8.0

TOTAL HRS: 41.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/06/13
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	17	13.370	8.0						
B	1		3	4	10	13.370	8.0						
B	1		3	4	10	13.370			8.0				
B	1		3	4	10	13.370				8.0			
B	1		3	4	10	13.370					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/06/20
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	21	13.370		8.0					
B	2		3	4	21	13.370			8.0				
B	2		3	4	21	13.370				1.3			
B	2		3	4	32	13.370				6.7			
B	2		3	4	23	13.370					0.0		
B	2		3	4	21	13.370						8.0	
B	2		3	4	18	0.000							0.7
B	2		3	4	21	13.370							7.3

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/06/27
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2	3	4	21	13.370	8.0						
B	0	3	4	23	0.000	0.0						
B	0	3	4	23	0.000			0.0				
B	3	3	4	21	13.370				8.0			
B	3	3	4	21	13.370					8.0		
B	3	3	4	21	13.370						8.0	
B	3	3	4	17	13.370							0.5
B	3	3	4	21	13.370							7.5

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/07/04
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3	3	4	21	13.370	8.0						
B	3	3	4	10	13.370	8.0						
B	3	3	4	21	13.370			8.0				
B	0	3	4	23	0.000				0.0			
B	0	3	4	23	0.000					0.0		
B	1	3	4	21	13.370						8.0	
B	1	3	4	3	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/07/11
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	21	13.370	8.0						
B	1		3	4	21	13.370	8.0						
B	1		3	4	21	13.370	8.0						
B	1		3	4	7	13.370				0.3			
B	1		3	4	21	13.370				7.7			
B	1		3	4	18	0.000				0.2			
B	1		3	4	22	13.370				2.0			
B	1		3	4	21	13.370				5.8			
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/07/18
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	Q	3	4	23	0.000	0.0						
B	2	3	4	11	13.370	8.0						
B	2	3	4	11	13.370	8.0						
B	2	3	4	11	13.370	8.0						
B	2	3	4	11	13.370	8.0						
B	2	3	4	11	13.370	8.0						
B	2		0	23	0.000						0.0	
B	2	3	4	11	13.370						8.0	

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/07/25
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2	3	4	11	13.370	8.0						
B	0		0	23	0.000	0.0						
B	0	3	4	23	0.000			0.0				
B	3	3	4	11	13.370				8.0			
B	3	3	4	11	13.370					8.0		
B	3	3	4	11	13.370						8.0	
B	3	3	4	11	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/08/01
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	21	13.370	8.0						
B	2		3	4	4	13.370	2.0						
B	3		3	4	21	13.370	8.0						
B	3		3	4	18	13.370	8.0						
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000				0.0			
B	1		3	4	21	13.370						8.0	
B	1		3	4	21	13.370							8.0

TOTAL HRS: 42.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/08/08
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	19	13.370	8.0						
B	1		3	4	21	13.370	8.0						
B	1		3	4	21	13.370			8.0				
B	1		3	4	22	13.370				1.0			
B	1		3	4	21	13.370				7.0			
B	1		3	4	21	13.370					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/08/15
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	21	13.370	8.0						
B	0		3	4	23	13.370			0.0				
B	2		3	4	21	13.370				8.0			
B	2		3	4	21	13.370					3.3		
B	2		3	4	32	13.370					4.7		
B	2		3	4	21	13.370						8.0	
B	2		3	4	21	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/08/22
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	21	13.370	8.0						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000			0.0				
B	3		3	4	18	0.000				0.2			
B	3		3	4	21	13.370				7.8			
B	3		3	4	17	13.370					1.0		
B	3		3	4	21	13.370					7.0		
B	3		3	4	17	13.370						0.4	
B	3		3	4	18	0.000						0.6	
B	3		3	4	21	13.370						7.0	
B	3		3	4	21	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/08/29
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	19	13.370	8.0						
B	3		3	4	17	13.370	8.0						
B	3		3	4	18	0.000			1.5				
B	3		3	4	21	13.370			6.5				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	21	13.370						8.0	
B	1		3	4	21	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/09/05
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	21	13.370	8.0						
B	1		3	4	19	13.370	8.0						
B	1		3	4	21	13.370			8.0				
B	1		3	4	21	13.370				8.0			
B	1		3	4	18	0.000					2.0		
B	1		3	4	21	13.370					6.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/09/12
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0	3	4	23	0.000	0.0						
B	2	3	4	10	13.370	8.0						
B	2	3	4	23	13.370			0.0				
B	2	3	4	6	13.370				8.0			
B	2	3	4	6	13.370					8.0		
B	2	3	4	18	13.370						8.0	
B	2	3	4	18	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/09/19
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	18	13.370	8.0						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000			0.0				
B	3		3	4	21	13.370				8.0			
B	3		3	4	21	13.370					8.0		
B	3		3	4	21	13.370						8.0	
B	3		3	4	21	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/09/26
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	21	13.370	8.0						
B	3		3	4	6	13.370	8.0						
B	3		3	4	21	13.370	8.0						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000	0.0						
B	1		3	4	21	13.370	8.0						
B	1		3	4	9	13.370	8.0						

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/10/03
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1	3	4	19	13.370	8.0						
B	1	3	4	19	13.370		8.0					
B	1	3	4	19	13.370			8.0				
B	1	3	4	19	13.370				8.0			
B	1	3	4	19	13.370					8.0		
B	0	3	4	23	0.000						0.0	
B	0	3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/10/10
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	19	13.370	8.0						
B	2		3	4	19	13.370	8.0						
B	2		3	4	23	13.370	0.0						
B	2		3	4	19	13.370					8.0		
B	2		3	4	19	13.370						8.0	
B	2		3	4	19	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/10/17
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	19	13.370	8.0						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000			0.0				
B	3		3	4	19	13.370				8.0			
B	3		3	4	19	13.370					8.0		
B	3		3	4	19	13.370						8.0	
B	3		3	4	19	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/10/24
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	19	13.370	8.0						
B	3		3	4	19	13.370		8.0					
B	3		3	4	19	13.370			8.0				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	19	13.370						8.0	
B	1		3	4	19	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/10/31
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	19	13.370	8.0						
B	1		3	4	19	13.370		8.0					
B	1		3	4	19	13.370			8.0				
B	1		3	4	19	13.370				8.0			
B	1		3	4	19	13.370					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/11/07
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	9	13.370	8.0						
B	2		3	4	7	13.370			1.5				
B	2		3	4	9	13.370			6.5				
B	2		3	4	32	13.370				2.5			
B	2		3	4	9	13.370				5.5			
B	2		3	4	23	13.370					0.0		
B	2		3	4	9	13.370						8.0	
B	2		3	4	9	13.370							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/11/14
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	AFR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	9	13.370	8.0						
B	0		3	4	23	0.000	0.0						
B	2		3	4	4	13.370	2.7						
B	0		3	4	23	0.000	0.0						
B	3		3	4	9	13.370	8.0						
B	3		3	4	9	13.370	8.0						
B	3		3	4	9	13.370	8.0						
B	3		3	4	9	13.370	8.0						

TOTAL HRS: 42.7

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/11/21
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	18	13.370	0.7						
B	3		3	4	9	13.370	7.3						
B	3		3	4	9	13.370	8.0						
B	3		3	4	32	13.370	2.0						
B	3		3	4	9	13.370	6.0						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000	0.0						
B	1		3	4	9	13.370	8.0						
B	1		3	4	9	13.370	8.0						

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/11/28
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	9	13.370	8.0						
B	1		3	4	9	13.370		8.0					
B	1		3	4	9	13.370			8.0				
B	1		3	4	9	13.370				8.0			
B	1		3	4	3	13.370					8.0		
B	2		3	4	1	13.370						8.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 48.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/12/05
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	9	13.370		8.0					
B	2		3	4	9	13.790			8.0				
B	2		3	4	32	13.790				3.8			
B	2		3	4	9	13.790				4.2			
B	2		3	4	1	13.790					8.0		
B	2		3	4	9	13.790						2.4	
B	2		3	4	32	13.790						5.6	
B	2		3	4	9	13.790							8.0

TOTAL HRS: 48.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/12/12
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	9	13.790	8.0						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000	0.0						
B	3		3	4	9	13.790			8.0				
B	3		3	4	9	13.790				8.0			
B	3		3	4	9	13.790					8.0		
B	3		3	4	9	13.790						8.0	

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1992/12/19
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	17	13.790	0.2						
B	3		3	4	9	13.790	7.8						
B	3		3	4	9	13.790		8.0					
B	3		3	4	4	13.790			2.0				
B	3		3	4	9	13.790			8.0				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	32	13.790						2.0	
B	1		3	4	9	13.790						6.0	
B	1		3	4	9	13.790							8.0

TOTAL HRS: 42.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1992/12/26
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	9	13.790	8.0						
B	1		3	4	9	13.790		8.0					
B	1		3	4	9	13.790			8.0				
B	1		3	4	18	13.790				8.0			
B	1		3	4	6	13.790					8.0		
B	2		3	4	34	13.790						8.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 48.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/01/09
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	9	13.790	8.0						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000			0.0				
B	3		3	4	9	13.790				8.0			
B	3		3	4	9	13.790					8.0		
B	3		3	4	9	13.790						8.0	
B	3		3	4	9	13.790							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/01/16
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	9	13.790	8.0						
B	3		3	4	9	13.790	8.0						
B	3		3	4	4	13.790			1.0				
B	3		3	4	9	13.790			8.0				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	9	13.790						8.0	
B	1		3	4	9	13.790							8.0

TOTAL HRS: 41.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/01/23
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	18	13.790	0.5						
B	1		3	4	9	13.790	7.5						
B	1		3	4	9	13.790	8.0						
B	1		3	4	9	13.790	8.0						
B	1		3	4	9	13.790	8.0						
B	1		3	4	9	13.790	8.0						
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/01/30
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	9	13.790		8.0					
B	2		3	4	23	13.790			0.0				
B	2		3	4	9	13.790				4.0			
B	2		3	4	32	13.790				4.0			
B	2		3	4	9	13.790					8.0		
B	2		3	4	9	13.790						8.0	
B	2		3	4	9	13.790							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/02/06
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		3	4	9	13.790	8.0						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000		0.0					
B	3		3	4	9	13.790			8.0				
B	3		3	4	9	13.790				8.0			
B	3		3	4	17	13.790						1.5	
B	3		3	4	9	13.790						6.5	
B	3		3	4	9	13.790							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

PAGE

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/02/13
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	9	13.790	8.0						
B	3		3	4	17	13.790		0.8					
B	3		3	4	9	13.790		7.2					
B	3		3	4	4	13.790			1.0				
B	3		3	4	9	13.790		8.0					
B	0		3	4	23	0.000			0.0				
B	0		3	4	23	0.000				0.0			
B	1		3	4	19	13.790					8.0		
B	1		3	4	17	13.790							4.0
B	1		3	4	21	13.790							4.0

TOTAL HRS: 41.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/02/20-
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	9	13.790	8.0						
B	1		3	4	3	13.790	8.0						
B	1		3	4	9	13.790		8.0					
B	1		3	4	9	13.790			8.0				
B	1		3	4	9	13.790				8.0			
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B. G. EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/02/27
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	9	13.790	8.0						
B	2		3	4	32	13.790			3.0				
B	2		3	4	9	13.790			5.0				
B	2		3	4	23	13.790				0.0			
B	2		3	4	9	13.790					8.0		
B	2		3	4	9	13.790						8.0	
B	2		3	4	9	13.790							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/03/06
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2	3	4	9	13.790	8.0						
B	0	3	4	23	0.000	0.0						
B	0	3	4	23	0.000			0.0				
B	3	3	4	9	13.790				8.0			
B	3	3	4	9	13.790					8.0		
B	3	3	4	9	13.790						8.0	
B	3	3	4	18	13.790							0.2
B	3	3	4	9	13.790							7.8

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/03/13
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	9	13.790	8.0						
B	3		3	4	18	13.790	2.7						
B	3		3	4	9	13.790	6.3						
B	3		3	4	17	13.790	0.8						
B	2		3	4	4	13.790	1.0						
B	3		3	4	9	13.790	7.2						
B	0		3	4	23	0.000	0.0						
B	0		3	4	23	0.000	0.0						
B	1		3	4	21	13.790	8.0						
B	1		3	4	21	13.790	0.8						
B	1		3	4	17	13.790	7.2						

TOTAL HRS: 42.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/03/20
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1	3	4	18	13.790	8.0						
B	1	3	4	18	13.790	8.0						
B	1	3	4	19	13.790			8.0				
B	1	3	4	21	13.790				8.0			
B	1	3	4	21	13.790					8.0		
B	0	3	4	23	0.000						0.0	
B	0	3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/03/27
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUF	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		3	4	23	0.000	0.0						
B	2		3	4	11	13.790	8.0						
B	2		3	4	11	13.790		8.0					
B	2		3	4	11	13.790			8.0				
B	2		3	4	23	13.790				0.0			
B	2		3	4	11	13.790					8.0		
B	2		3	4	11	13.790						8.0	

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/04/03
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2	3	4	21	13.790	8.0						
B	0	3	4	23	0.000	0.0						
B	0	3	4	23	0.000			0.0				
B	3	3	4	9	13.790				8.0			
B	3	3	4	9	13.790					8.0		
B	3	3	4	9	13.790						8.0	
B	3	3	4	9	13.790							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/04/10
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	21	13.790	8.0						
B	3		3	4	21	13.790	8.0						
B	3		3	4	10	13.790	8.0						
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	21	13.790						8.0	
B	1		3	4	21	13.790							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/04/17
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	21	13.790	8.0						
B	1		3	4	3	13.790	8.0						
B	1		3	4	18	13.790			1.0				
B	1		3	4	21	13.790			7.0				
B	1		3	4	21	13.790				8.0			
B	1		3	4	17	13.790					3.5		
B	1		3	4	21	13.790					4.5		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/04/24
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0	3	4	23	0.000	0.0						
B	2	3	4	23	13.790	0.0						
B	2	3	4	19	13.790			8.0				
B	2	3	4	19	13.790				8.0			
B	2	3	4	19	13.790					8.0		
B	2	3	4	19	13.790						8.0	
B	2	3	4	21	13.790							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/05/01
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2	3	4	21	13.790	8.0						
B	0	3	4	23	0.000	0.0						
B	0	3	4	23	0.000		0.0					
B	3	3	4	10	13.790				8.0			
B	3	3	4	21	13.790					8.0		
B	3	3	4	21	13.790						8.0	
B	3	3	4	18	13.790							1.5
B	3	3	4	21	13.790							6.5

TOTAL HRS: 40.0

VIRGINIA WORKERS'
 COMPENSATION COMMISSION

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/05/08
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	4	10	13.790	8.0						
B	3		3	4	17	13.790		1.2					
B	3		3	4	21	13.790		6.8					
B	3		3	4	21	13.790			8.0				
B	0		3	4	23	0.000				0.0			
B	0		3	4	23	0.000					0.0		
B	1		3	4	17	13.790						8.0	
B	1		3	4	17	13.790							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/05/15
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		3	4	17	13.790	8.0						
B	1		3	4	21	13.790	8.0						
B	1		3	4	21	13.790			8.0				
B	1		3	4	21	13.790				8.0			
B	1		3	4	21	13.790					8.0		
B	0		3	4	23	0.000						0.0	
B	0		3	4	23	0.000							0.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

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CHARGE #39

7-OCT-1998

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/05/22
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0	.	3	4	23	0.000	0.0						
B	2		3	4	23	13.790	0.0						
B	2		3	4	21	13.790			8.0				
B	2		3	4	21	13.790				8.0			
B	2		3	4	21	13.790					8.0		
B	2		3	4	21	13.790						8.0	
B	2		3	4	21	13.790							8.0

TOTAL HRS: 40.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/05/29
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2	3	4	21	13.790	8.0						
B	0	3	4	23	0.000		0.0					
B	0	3	4	23	0.000			0.0				
B	3	3	4	21	13.790				8.0			
B	3	1	3	10	11.150					8.0		
B	3	1	3	21	11.150						8.0	
B	3	1	3	21	11.150							8.0

TOTAL HRS: 40.0

ADMISSION

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/06/05
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		3	3	21	13.070	8.0						
B	3		3	3	3	13.070	8.0						
B	3		3	3	21	13.070	8.0						
B	2		1	3	4	11.150	2.0						
B	0		1	3	23	0.000	0.0						
B	1		1	3	10	11.150	8.0						
B	1		1	3	21	11.150	8.0						

TOTAL HRS: 42.0

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/06/12
SERVICE CLASS: FULL

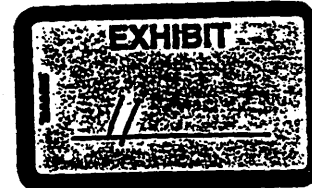
SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1	1	3	21	11.150	8.0						
B	1	1	3	21	11.150		8.0					
B	1	1	3	21	11.150			8.0				
B	1	1	3	21	11.150				8.0			
B	1	1	3	21	11.150					8.0		
B	0	1	3	23	0.000						0.0	
B	0	1	3	23	0.000							0.0

TOTAL HRS: 40.0

1117

7-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON



EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/06/12
SERVICE CLASS: FULL

SHIFT CODE	SEF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	1		1	3	21	11.150	8.0						
B	1		1	3	21	11.150		8.0					
B	1		1	3	21	11.150			8.0				
B	1		1	3	21	11.150				8.0			
B	1		1	3	21	11.150					8.0		
B	0		1	3	23	0.000						0.0	
B	0		1	3	23	0.000							0.0

TOTAL HRS: 40.0

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COMPENSATION COMMISSION

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1118

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/06/19
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	0		1	3	23	0.000	0.0						
B	2		1	3	21	11.150	8.0						
B	2		1	3	23	11.150			0.0				
B	2		1	3	21	11.150				8.0			
B	2		1	3	21	11.150					8.0		
B	2		1	3	6	11.150						8.0	
B	2		1	3	6	11.150							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
 COMPENSATION COMMISSION

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1119

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/06/26
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	2		1	3	10	11.150	8.0						
B	0		1	3	23	0.000	0.0						
B	0		1	3	23	0.000			0.0				
B	3		1	3	9	11.150				8.0			
B	3		1	3	10	11.150					8.0		
B	3		1	3	9	11.150						8.0	
B	3		1	3	9	11.150							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
 COMPENSATION COMMISSION

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1120

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/07/03
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3	1	3	21	11.150	8.0						
B	3	1	3	21	11.150		8.0					
B	3	1	3	21	11.150			8.0				
B	0	1	3	23	0.000				0.0			
B	0	1	3	23	0.000					0.0		
B	1	1	3	21	11.150						8.0	
B	1	1	3	21	11.150							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

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CHARGE # 39

1121

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/07/10
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	2	1	3	3	11.150	8.0						
B	1	1	3	23	11.150	0.0						
B	1	1	3	23	11.150	0.0						
D	3	1	3	10	11.150			8.0				
D	3	1	3	9	11.150				8.0			
D	3	1	3	9	11.150					8.0		
D	3	1	3	9	11.150						8.0	

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/07/17
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	3		1	3	9	11.150	8.0						
D	3		1	3	9	11.150		8.0					
D	2		1	3	4	11.150			1.0				
D	3		1	3	9	11.150			8.0				
B	2		1	3	23	11.150				0.0			
B	2		1	3	23	11.150					0.0		
D	1		1	3	9	11.150						8.0	
D	1		1	3	9	11.150							8.0

TOTAL HRS: 41.0

1123

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/07/24
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	1		1	3	11	11.150	8.0						
D	1		1	3	11	11.150	8.0						
D	1		1	3	11	11.150			8.0				
D	1		1	3	11	11.150				8.0			
D	1		1	3	11	11.150					8.0		
D	0		1	3	23	0.000						0.0	
D	0		1	3	23	0.000							0.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

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CHARGE # 39

1124

-312-

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/07/31
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
B	3		1	3	23	11.150	0.0						
D	2		1	3	9	11.150		8.0					
D	2		1	3	9	11.150			4.5				
D	2		1	3	21	11.150				8.0			
D	2		1	3	23	0.000					0.0		
D	2		1	3	9	11.150						8.0	
D	2		1	3	9	11.150							8.0

TOTAL HRS: 36.5

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COMPENSATION COMMISSION

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/08/07
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	2		1	3	21	11.150	8.0						
B	1		1	3	23	11.150	0.0						
B	1		1	3	23	11.150	0.0						
D	3		1	3	9	11.150				8.0			
D	3		1	3	9	11.150					8.0		
D	3		1	3	21	11.150						8.0	
D	3		1	3	9	11.150							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
 COMPENSATION COMMISSION

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CHARGE # 39

1126

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/08/14
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	3		1	3	9	11.150	8.0						
D	3		1	3	21	11.150	8.0						
D	3		1	3	9	11.150			8.0				
D	0		1	3	23	0.000				0.0			
D	0		1	3	23	0.000					0.0		
D	1		1	3	9	11.150						8.0	
D	1		1	3	9	11.150							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
 COMPENSATION COMMISSION

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CHARGE # 39

1127

-315-

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/08/21
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	1		1	3	11	11.150	8.0						
D	1		1	3	11	11.150	8.0						
D	1		1	3	11	11.150		8.0					
D	1		1	3	11	11.150			8.0				
D	1		1	3	11	11.150				8.0			
D	0		1	3	23	0.000						0.0	
D	0		1	3	23	0.000							0.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/08/28
 SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	0	1	3	23	0.000	0.0						
D	2	1	3	9	11.150	3.0						
D	2	1	3	32	11.150	5.0						
D	2	1	3	9	11.150	8.0						
D	2	1	3	21	11.150	8.0						
D	2	1	3	9	11.150	8.0						
D	2	1	3	23	11.150	0.0						
D	2	1	3	9	11.150	8.0						

TOTAL HRS: 40.0

VIRGINIA WORKERS'
 COMPENSATION COMMISSION

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/09/04
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	2		1	3	9	11.150	8.0						
D	0		1	3	23	0.000	0.0						
D	0		1	3	23	0.000			0.0				
D	3		1	3	9	11.150				8.0			
D	3		1	3	9	11.150					8.0		
D	3		1	3	21	11.150						1.5	
D	3		1	3	17	11.150						6.5	
D	3		1	3	19	11.150							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

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CHARGE # 39

1130

-318-

7-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/09/11
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	3		1	3	9	11.150	8.0						
D	3		1	3	9	11.150	8.0						
D	3		1	3	21	11.150			8.0				
D	0		1	3	23	0.000				0.0			
D	0		1	3	23	0.000					0.0		
D	1		1	3	9	11.150						8.0	
D	1		1	3	9	11.150							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/09/18
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	1		1	3	9	11.150	8.0						
D	1		1	3	9	11.150		8.0					
D	1		1	3	21	11.150			8.0				
D	1		1	3	9	11.150				8.0			
D	1		1	3	9	11.150					8.0		
D	0		1	3	23	0.000						0.0	
D	0		1	3	23	0.000							0.0

TOTAL HRS: 40.0

VIRGINIA WORKERS
COMPENSATION COMMISSION

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CHARGE # 39

1132

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/09/25
SERVICE CLASS: FULL

SHIFT CODE	SHF HR CD	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	0	1	3	23	0.000	0.0						
D	2	1	3	9	11.150		8.0					
D	2	1	3	9	11.150			8.0				
D	2	1	3	21	11.150				8.0			
D	2	1	3	23	11.150					0.0		
D	2	1	3	9	11.150						8.0	
D	2	1	3	9	11.150							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

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CHARGE # 39

1133

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/10/02
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	2		1	3	21	11.150	8.0						
D	0		1	3	23	0.000	0.0						
D	0		1	3	23	0.000			0.0				
D	3		1	3	9	11.150				8.0			
D	3		1	3	9	11.150					8.0		
D	3		1	3	21	11.150						8.0	
D	3		1	3	9	11.150							8.0

TOTAL HRS: 40.0

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COMPENSATION COMMISSION
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CHARGE # 39

1134

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WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/10/09
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	3		1	3	17	11.150	3.7						
D	3		1	3	9	11.150	4.3						
D	3		1	3	21	11.150	0.5						
D	3		1	3	17	11.150	7.5						
D	3		1	3	9	11.150	8.0						
D	0		1	3	23	0.000	0.0						
D	0		1	3	23	0.000	0.0						
D	1		1	3	9	11.150	8.0						
D	1		1	3	9	11.150	8.0						

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1993

CHARGE # 39

1135

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WEEKLY PAY RECORD FOR: B G EGGLESTON

PAGE 4

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/10/16
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	1		1	3	21	11.150	0.5						
D	1		1	3	17	11.150	7.5						
D	1		1	3	9	11.150	8.0						
D	1		1	3	21	11.150	0.5						
D	1		1	3	17	11.150	7.5						
D	1		1	3	9	11.150	8.0						
D	1		1	3	17	11.150	3.0						
D	1		1	3	21	11.150	5.0						
D	0		1	3	23	0.000	0.0						
D	0		1	3	23	0.000	0.0						

TOTAL HRS: 40.0

VIRGINIA WORKERS'
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CHARGE # 39

17-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/10/23
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	0		1	3	23	0.000	0.0						
D	2		1	3	9	11.150	8.0						
D	2		1	3	9	11.150			8.0				
D	2		1	3	21	11.150				2.2			
D	2		1	3	17	11.150				5.8			
D	2		1	3	23	11.150					0.0		
D	2		1	3	21	11.150						8.0	
D	2		1	3	21	11.150							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
 COMPENSATION COMMISSION

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CHARGE # 39

1137

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/10/30
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	2		1	3	21	11.150	2.5						
D	2		1	3	17	11.150	5.5						
D	0		1	3	23	0.000	0.0						
D	0		1	3	23	0.000	0.0						
D	3		1	3	22	11.150			8.0				
D	3		1	3	9	11.150			8.0				
D	3		1	3	9	11.150					8.0		
D	3		1	3	21	11.150							1.3
D	3		1	3	17	11.150							6.7

TOTAL HRS: 40.0

VIRGINIA WORKERS'
 COMPENSATION COMMISSION

FEB 4 1999

CHARGE # 39

27-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/11/06
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	3		1	3	9	11.150	8.0						
D	3		1	3	9	11.150	8.0						
D	3		1	3	21	11.150			1.5				
D	3		1	3	17	11.150			6.5				
D	0		1	3	23	0.000				0.0			
D	0		1	3	23	0.000					0.0		
D	1		1	3	19	11.150						8.0	
D	1		1	3	17	11.150							2.7
D	1		1	3	9	11.150							5.3

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1994

CHARGE # 39

1139

27-OCT-1998

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/11/13
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	1		1	3	9	11.150	8.0						
D	1		1	3	21	11.150	8.0						
D	1		1	3	9	11.150			8.0				
D	1		1	3	9	11.150				8.0			
D	1		1	3	21	11.150					1.2		
D	1		1	3	17	11.150					6.8		
D	0		1	3	23	0.000						0.0	
D	0		1	3	23	0.000							0.0

TOTAL HRS: 40.0

VIRGINIA WORKERS
 COMPENSATION COMMISSION

FEB 4 1993

CHARGE

1140

27-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/11/20
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	0		1	3	23	0.000	0.0						
D	2		1	3	7	11.150		3.0					
D	2		1	3	9	11.150		5.0					
D	2		1	3	21	11.150			3.5				
D	2		1	3	32	11.150			4.5				
D	2		1	3	6	11.150				8.0			
D	2		1	3	10	11.150					8.0		
D	2		1	3	23	11.150						0.0	
D	2		1	3	10	11.150							8.0

TOTAL HRS: 40.0

VIRGINIA WORKERS'
COMPENSATION COMMISSION

FEB 4 1994

CHARGE # 39

27-OCT-1998

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WEEKLY PAY RECORD FOR: B G EGGLESTON

EMPLOYEE NUMBER: 850
PERIOD END DATE: 1993/11/27
SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	2		1	3	22	11.150	0.8						
D	2		1	3	9	11.150	7.2						
D	0		1	3	23	0.000	0.0						
D	0		1	3	23	0.000	0.0						
D	3		1	3	17	11.150				1.0			
D	3		1	3	9	11.150				7.0			
D	3		1	3	3	11.150					7.3		
D	3		1	3	21	11.150						2.9	
D	3		1	3	17	11.150						5.1	
D	3		1	3	9	11.150							8.0

TOTAL HRS: 39.3

VIRGINIA WORKERS
COMPENSATION COMMISSION

FEB 4 1999

CHARGE # 39

17-OCT-1998

WEEKLY PAY RECORD FOR: B G EGGLESTON

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EMPLOYEE NUMBER: 850
 PERIOD END DATE: 1993/12/04
 SERVICE CLASS: FULL

SHIFT CODE	SHF CD	HR	PAY GROUP	PAY STEP	APR PAY CODE	PAY RATE	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
D	3		1	3	9	11.150	8.0						
D	3		1	3	17	11.150	1.0						
D	3		1	3	21	11.150	7.0						
D	3		1	3	9	11.150	3.0						
D	2		1	3	17	11.150	5.0						
B	0		1	3	28	0.000	0.0						
B	0		1	3	28	0.000	0.0						
B	0		1	3	28	0.000	0.0						
B	0		1	3	28	0.000	0.0						

TOTAL HRS: 24.0

VIRGINIA WORKERS'
 COMPENSATION COMMISSION

FEB 4 1999

CHARGE # 89