STATE OF MICHIGAN

COURT OF APPEALS

ROSITA RANGEL,

Plaintiff-Appellee,

v

RALSTON PURINA CO., Self-Insured,

Defendant-Appellant.

FOR PUBLICATION
November 2, 2001
9:15 a.m.

No. 227266
WCAC
LC No. 98-000287

MATTIE COPE,

Plaintiff-Appellee,

v

RALSTON PURINA CO., Self-Insured,

Defendant-Appellant,

and

TRAVELERS INDEMNITY COMPANY OF ILLINOIS,

Defendant.

No. 227267
WCAC
LC No. 98-000398

DOLORES HADDIX,

Plaintiff-Appellee,

v

RALSTON PURINA CO., Self-Insured,

Defendant-Appellant,

and

No. 227268
WCAC
LC No. 98-000164

TRAVELERS INDEMNITY COMPANY,

Defendant.

CAROLYN GREENMAN,

Plaintiff-Appellee,

v

No. 227269
WCAC
LC No. 98-000661

RALSTON PURINA CO., a/k/a RALCORP HOLDINGS, INC., Self-Insured,

Defendant-Appellant,

and

Updated Copy
January 4, 2002

TRAVELERS INDEMNITY COMPANY OF ILLINOIS,

Defendant.

Before: K.F. Kelly, P.J., and White and Talbot, JJ.

WHITE, J. (*concurring in part and dissenting in part*).

I agree that the severance agreement payments did not constitute a "wage continuation plan" and join the majority in Docket Nos. 227266, 227267, and 227268. I respectfully dissent from the majority's reversal of the WCAC's decision in Docket No. 227269.

The WCAC rejected defendant's argument that Greenman's agreement to sever her employment, not her disability, was the cause of her subsequent unemployment and wage loss:

> Since the magistrate's findings concerning the plaintiff's work at defendant after her injury are supported by the record [she was able to fully perform her work only by relying on her husband and other workers], we must reject defendant's request to terminate plaintiff's worker's compensation benefits as of the plant downsizing. The magistrate determined that plaintiff returned to work after her injury and continued to aggravate her work-related injury through her last date worked. She awarded benefits based on a last-day-worked injury date. Regardless of whether plaintiff's post-injury employment was reasonable, because it exceeded her restrictions and she deteriorated, plaintiff became disabled from this work. Therefore, the link between injury and wage loss is supported on this record.

The WCAC also stated that it cannot be said that Greenman was avoiding work where she did not voluntarily quit, but had her job taken from her. The record established that Greenman would be laid off regardless of whether she accepted the severance agreement.

The magistrate and the WCAC thus found that although Greenman continued to work, she did so with a work-related injury that disabled her from performing all the requirements of her job. Further, she suffered aggravations to her work-related injury until her last day of work. Finally, she stopped working because she was laid off, not because she accepted the severance agreement. At that time, she was disabled from her work and would suffer an injury-related wage loss. Giving the WCAC the deference to which it is entitled, *Mudel v Great Atlantic & Pacific Tea Co*, 462 Mich 691; 614 NW2d 607 (2000), I find no error and would affirm.

/s/ Helene N. White