

RESOLVE



STEP B DECISION

Step B Team:
USPS:
Richard Ketchum
NALC:
Jim Ruetze

District:
Rio Grande

USPS Formal A:
Reyes Ramirez
NALC Formal A:
Ernest Rosas

Decision:
USPS Number:
Grievant:
Branch Grievance Number:
Branch:
Installation:
Delivery Unit:
State:
Incident Date:
Informal Step A Meeting:
Formal Step A Meeting:
Received at Step B:
Step B Decision Date:
Issue Code:
NALC Subject Code:

RESOLVE
G11N-4G-C 1757 5730
Mark Lopez
421-652-017
421
San Antonio
Laurel Heights
TX
06/03/2017
07/29/2017
08/04/2017
08/14/2017
09/11/2017
13.2600
507699

ISSUE:

Did management violate Article 13 of the National Agreement when by failing to provide light duty to the grievant without giving the greatest consideration? If so what is the appropriate remedy?

DECISION:

The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The grievance was timely. A violation has occurred. Upon receipt of this decision management must process the PS Form 2240s in the "EIWS Online Form (OLF) application" to change the grievant's hours for 05/27/2017 to 06/19/2017 charged at LWOP for five hours per regularly scheduled day to Other Paid Leave (code 086). Also, this adjustment means eight hours of Holiday Pay (code 058) must be input for 05/29/2017. See the DRT Explanation.

EXPLANATION:

On 05/27/2017 Letter Carrier Mark Lopez reported to work at Laurel Heights where he was assigned to Route 1223. Mr. Lopez submitted a "Return to Work Medical Clearance Certification." This certification limited him to work only five hours per day with limitations to carrying, pushing, pulling and twisting no more than 15 pounds. Mr. Lopez submitted his light duty request on 05/31/2017. Mr. Lopez was never notified in writing that his request was not granted. Mr. Lopez was also never notified in writing why his request was not approved.

The union contends management violated Article 13 of the National Agreement when they failed to meet their requirement to show the greatest consideration to find light duty work for Mr. Lopez. Management failed to abide by the National Agreement when there was no written notification to Mr. Lopez stating the reasons he was being denied light duty. Management also failed to abide by the National Agreement when there was no written notification to Mr. Lopez that he was not going to receive a light duty job offer.

Management met at Formal Step A, but submitted no contentions or documentation.

The DRT reviewed the case file and determined the grievance was timely. A mutual extension was agreed upon extending the Informal A meeting to 07/29/2017 and is in the case file. Management submitted no contentions or documentation with the case file.

Article 13 requires the installation head to give each request careful attention, and reassign such employees to the extent possible in the employee's office. Article 13 also requires the installation head to notify the concerned employee in writing if the request is refused, stating the reason for the inability to reassign the employee. The documentation that is in the file shows that the request did not even go up to the installation head. The below excerpts show the applicable sections of the National Agreement concerning management's obligations:

13.2.A Section 2. Employee's Request for Reassignment

A. Temporary Reassignment

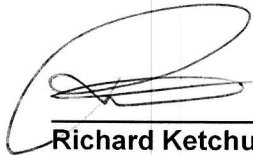
Any full-time regular or part-time flexible employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties may voluntarily submit a written request to the installation head for temporary assignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a physician designated by the installation head, if that official so requests.

13.2.C. *Installation heads shall show the greatest consideration for fulltime regular or part-time flexible employees requiring light duty or other assignments, giving each request careful attention, and reassign such employees to the extent possible in the employee's office. When a request is refused, the installation head shall notify the concerned employee in writing, stating the reasons for the inability to reassign the employee.*

13.4.A Section 4. General Policy Procedures

A. *Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental work force. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.*

Based on its review of the case file, the DRT mutually agreed to the decision and remedy above.



Richard Ketchum
USPS Step B Representative



Jim Ruetze
NALC Step B Representative

cc:
LR Manager, SW Area
NALC Region 10 NBA
Rio Grande District HR Manager
Rio Grande District LR Manager
Management Formal Step A

NALC Branch President
NALC Formal Step A Designee
Manager, Rio Grande District
Postmaster, San Antonio, Texas
DRT File

Grievance File Contents

PS Form 8190
Temporary Light Duty Request
Return To Work Medical Clearance Certification
PS Form 3971 Dated 05/27/2017
PS Form 1260 Dated 05/27/2017
Functional Requirement and Environmental Factors
TACS-Employee Everything Report
Excerpts From JCAM Article 13
Excerpts From LMOU
Excerpts From Handbook M-41
Step B Decision G11N-4G-C 16018743
Formal Step A Meeting Request
Request For Information
Informal A Meeting Extension