



Date Received at Step B (MM/DD/YYYY)

USPS-NALC Joint Step A Grievance Form

INFORMAL STEP A — NALC Shop Steward Completes This Section (See instructions on page 2.)

1. Grievant's Name (Last, first, middle initial) Gooden, Chris
2. Grievant's Telephone No. (Include area code) 832-971-4564
3. Seniority Date (MM/DD/YYYY)
4. Status (Check one) FT FTF PTR PTF CCA
5. Grievant's Employee Identification Number (EIN)
6. District, Installation, Work Unit, ZIP Code Rio Grande, Converse, MPO, 78109
7. Finance No. 48-9182
8. NALC Branch No. 421
9. NALC Grievance No. 421-1013-17
10. Incident Date (MM/DD/YYYY) 10/02/17
11. Date Discussed With Supervisor (Filing date) 10/26/17
12a. Companion MSPB Appeal? Yes No
12b. Companion EEO Appeal? Yes No
13a. Supervisor's Printed Name, Initials, and Telephone No. Arthur Sanchez AS (910) 659-4508
13b. Steward's Printed Name, Initials, and Telephone No. RICHARD GOULD RD (210) 527-7523

FORMAL STEP A — Formal Step A Parties Complete This Section (See instructions on page 2.)

14. USPS Grievance No.: Obtain prior to Formal Step A meeting.
15. Issue Statement: Provide contract provision(s) and frame the issue(s).

Did management violate Article 19 of the National Agreement via the ELM 545.33, EL-505, and/or the Federal Employee Compensation Act (FECA) when they refused to allow the grievant the opportunity to provide his treating physician with a description of any specific alternative positions offered by the Postal Service? If so, what is the appropriate remedy?

16. Undisputed Facts: List and attach all supporting documents. Use additional paper if necessary. Attachments? No Yes Number

17. UNION'S full, detailed statement of disputed facts and contentions: List and attach all supporting documents. Use additional paper if necessary. Attachments? No Yes Number

18. MANAGEMENT'S full, detailed statement of disputed facts and contentions: List and attach all supporting documents. Use additional paper if necessary. Attachments? No Yes Number

19a. Union Representative: Enter the remedy requested by the union.

MANAGEMENT RECOGNIZES THEIR OBLIGATIONS UNDER THE ELM 545.33 & THE CFR 10.210. MANAGEMENT WILL ALLOW EMPLOYEES TO TAKE MODIFIED JOB OFFERS TO THEIR MEDICAL PROVIDER PRIOR TO SIGNING THE OFFER.

19b. Settlement Offer: List any settlement offers by either party on page 3.

20. Disposition (Check one) Resolved Withdrawn Not Resolved Date of Formal Step A Meeting (MM/DD/YYYY)

21a. USPS Representative's Name Arthur Sanchez
21b. Telephone No. (Include area code) (910) 659-4508
21c. USPS Representative's Signature
21d. Date (MM/DD/YYYY) 10/26/17
22a. NALC Representative's Name RICHARD GOULD
22b. Telephone No. (Include area code)
22c. NALC Representative's Signature
22d. Date (MM/DD/YYYY) 10/26/17

Richard Gould

From: Alderete, Ayda I - San Antonio, TX <Ayda.I.Alderete@usps.gov>
Sent: Monday, October 02, 2017 5:37 PM
To: Richard Gould; Gaye Grisham
Cc: colon, Luis A - Converse, TX
Subject: RE: Chris Gooden - Modified Job Offer

Richard,

This is the first I hear of this—let's not assume anything.

Ayda Alderete

Alamo MPOO
210-368-5575

From: Richard Gould [mailto:r.gouldvp@nalc421.com]
Sent: Monday, October 02, 2017 4:42 PM
To: Gaye Grisham <Gaye.R.Grisham@usps.gov>
Cc: Alderete, Ayda I - San Antonio, TX <Ayda.I.Alderete@usps.gov>; colon, Luis A - Converse, TX <Luis.A.Colon@usps.gov>
Subject: Chris Gooden - Modified Job Offer

Gaye

I just got off of the phone with management at Converse in regard to a Modified Job Offer for Mr. Gooden. Mr. Gooden wants to take the Job offer to his medical provider before signing it but management is refusing to allow him to do so claiming that district (Im assuming Ayda Alderete) is telling them that he has to sign it now. As you know this is addressed in the ELM Section 545:

545.33 Employee Responsibility

The employee is responsible for the following:

- a. Ensuring that the treating physician specifies work limitations and provides them to the control office or control point.
- b. **Providing the treating physician with a description of any specific alternative positions offered.**
- c. **Ensuring a prompt response from the treating physician with an opinion on whether and how soon the employee can be expected to return to work in any capacity, either an offered position or offered**

modified duties.

d. Seeking and accepting suitable work.

This is taken directly out of the Code of Federal Regulations Section 10.210:

10.210 What are the employee's responsibilities in COP cases?

An employee who sustains a traumatic injury, which he or she considers disabling, or someone authorized to act on his or her behalf, must take the following actions to ensure continuing eligibility for COP. The employee must:

- (a) Complete and submit Form CA-1 to the employing agency as soon as possible, but no later than 30 days from the date the traumatic injury occurred.
- (b) Ensure that medical evidence supporting disability resulting from the claimed traumatic injury, including a statement as to when the employee can return to his or her date of injury job, is provided to the employer within 10 calendar days after filing the claim for COP.
- (c) Ensure that relevant medical evidence is submitted to OWCP, and cooperate with OWCP in developing the claim.
- (d) Ensure that the treating physician specifies work limitations and provides them to the employer and/or representatives of OWCP.
- (e) Provide to the treating physician a description of any specific alternative positions offered the employee, and ensure that the treating physician responds promptly to the employer and/or OWCP, with an opinion as to whether and how soon the employee could perform that or any other specific position.

I addressed this with management but they said that district is instructing them to not allow the carrier to Provide to the treating physician

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description of any specific alternative positions offered the employee. If this is the case then management is violating Federal Law.
Can you please address this issue with district as soon as possible.

Richard Gould
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125 W Grayson St.
San Antonio, TX 78212
Work – (210) 227-0128
Cell – (210) 527-7523