



RESOLVE



STEP B DECISION

USPS Step B: Rose Barner	Decision:	RESOLVE
NALC Step B: Jim Ruetze	USPS Number:	G16N-4G-C 2105 3288
	Grievant:	Carlos Herrera
	Branch Grievance Number:	421-1662-20
	Branch:	421
	Installation:	Eagle Pass
District: Rio Grande	Delivery Unit:	MPO
	State:	TX
	Incident Date:	11/30/2020
	Informal Step A Initiated:	12/11/2020
	Formal Step A Meeting:	12/16/2020
	Received at Step B:	12/21/2020
	Step B Decision Date:	01/15/2021
	Issue Code:	13.4130
	NALC Subject Code:	507501

ISSUE: Did management violate Articles 13 and 30 of the National Agreement by failing to consult with the branch president with respect to the grievant's light duty request? If so, what is the remedy?

Did management violate Article 13, 30 and 19 of the National Agreement by failing to provide timely written notice denying his request for light duty, and by failing to explain with any real detail why light duty work would not be provided until he was 100% recuperated from his illness? If so, what is the remedy?

DECISION: The Dispute Resolution Team (DRT) mutually agreed to **RESOLVE** this grievance. The case file evidenced a violation of Articles 13 and 30 when management failed to consult the branch president concerning the grievant's light duty request regarding an accommodation of the light duty request and its delay after receipt of medical documentation. The grievant will be made whole. Within 7 days of receipt of this decision, management in Eagle Pass will process appropriate paperwork to convert all leave, including leave without pay, charged to the grievant from November 30, 2020 to December 7, 2020 to TACS Code 086 (Other Paid Leave). See the DRT Explanation below.

EXPLANATION: The grievant in this case is Carlos Herrera, a full-time letter carrier assigned to the Main Post Office in Eagle Pass, Texas. In August of 2020 the grievant suffered a medical emergency that resulted in his missing several weeks of work. On November 25 he provided a doctor's note releasing him to work with a 15 lb. weight restriction. Management did not accept the note because the grievant had failed to provide the locally developed *Work Restriction Evaluation Form* to support his request. Citing Handbook EL-911, the supervisor told the grievant he needed to provide

additional medical information, and provided the locally developed *Work Restriction Evaluation Form*, which the grievant submitted on December 4. Management approved the request on December 7 and the grievant began working that day.

The union filed this grievance to protest management's refusal to accept the documentation the grievant originally submitted on November 30, their failure to consult the branch president as required by the LMOU, and their failure to provide a written denial in a reasonable amount of time, with a valid reason.

The union at Formal Step A contended management on November 25 the grievant submitted a certification from his doctor to return to work on November 30, with a 15 lb. lifting restriction. The union also contended the supervisor told him the installation head would not approve it because it was not job related, and he needed to leave the office because he was not on the clock. The union contended the supervisor, citing instructions from the postmaster, refused to allow the grievant to return until all restrictions were lifted, since a lifting restriction of 15 lbs. prohibits the grievant from performing carrier duties. Additionally, the union contended management failed to consult with the branch president regarding the request.

The union requested management cease and desist failing to consult with the branch president when a request for light duty is made. The union also requested management cease and desist failing to make every effort to reassign letter carriers to light duty within the craft when a request is made. The union further requested the grievant's leave be converted to administrative leave for the period management failed to accommodate his light duty request.

Management at Formal Step A contended although the grievant submitted a doctor's note certifying his ability to return to work with a 15 lb. lifting restriction, he failed to provide the work restriction evaluation form. Management further maintained the union was provided with the paperwork for the grievant to fill out and return so he would be in compliance. Management asserted that in accordance with Handbook EL-911 it needed additional information because the evidence the grievant had provided in the first place was insufficient.

The DRT reviewed the case file and determined management did not effectively rebut the union's contentions that the branch president was not consulted regarding an accommodation of the light duty request and its delay after receipt of medical documentation. The DRT therefore agreed the union's position had merit, and that the grievant should be paid for the period from November 30-December 7.

According to management's contentions, the decision to require additional documentation was based on Handbook EL-911, which is the 2012–2017 Agreement between United States Postal Service and National Postal Professional Nurses' Union. The grievant is not covered under that agreement. He is covered under the USPS-NALC National Agreement, which provides, in relevant part:

13. 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.

The Local Memorandum of Understanding between NALC Branch 421, which covers the Eagle Pass installation, and USPS management provides the following concerning requests for light duty:

Article 13

SECTION 1: In accommodation of temporary or permanent light duty assignments for the Letter Carrier Craft, the Installation Head/Designee shall consult with the Branch President, or his/her designee. (1991)


SECTION 2: Every effort shall be made to reassign the concerned employee within his/her 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, the Installation Head/Designee has the authority to assign light duty within other crafts, in accordance with Article 13 of the National Agreement. (1991)

SECTION 3: The following constitute duties that a letter carrier may perform in a light duty status, but are not limited to: (1991)

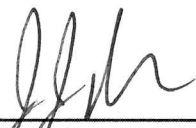
1. Casing of mail on an employee's own route/string, or routes not covered on a day-to-day basis, on vacant routes, and on auxiliary routes*; and (1991)
2. Curb delivery routes (for employees who are assigned to a park and loop); and (1991)
3. Making case labels when necessitated for service reasons, and any other duties of carrier. (1975)
4. Light duty assignments will cover the entire city. (1991)

* Casing of mail on one's own route/string while in a light duty status would "Bump" or terminate a hold down assignment on that route or string. (1991)

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



Rose Barner
USPS Step B Representative



Jim Ruetze
NALC Step B Representative

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NALC Formal A Jorge Valdez
Manager, Rio Grande District
Postmaster
DRT File

Grievance File Contents

PS Form 8190
Union Contentions – 12 pgs
Request for Information/Time/Meeting
Request for Information/Time/Meeting
Requests for Steward Time - 3 pgs
Request for Formal Step A Meeting
Work Schedule
Management Contentions
Grievant's Statement - 3 pgs

Witness Statements - 2 pgs
Light Duty Request
Doctor's Release
Locally Developed Forms - 2 pgs
Written Approval of Light Duty
PS Forms 3971 - 4 pgs
PS Form 3972
JCAM Article 13 – 12 pgs