



RESOLVE



STEP B DECISION

USPS Step B:	Decision:	RESOLVE
Rose Barner	USPS Number:	G19N-4G-C 2133 8407
NALC Step B:	Grievant:	Diane Cardiel
Jose Portales	Branch Grievance Number:	421-2151-21
	Branch:	421
	Installation:	San Antonio
District:	Delivery Unit:	Leon Valley
Rio Grande/Texas 3	State:	TX
	Incident Date:	07/19/2021
	Informal Step A Initiated:	07/24/2021
	Formal Step A Meeting:	08/09/2021
	Received at Step B:	08/11/2021
	Step B Decision Date:	08/26/2021
	Issue Code:	13.4130
	NALC Subject Code:	507501

ISSUE: Did management violate Articles 13 and 30 of the National Agreement by failing to respond to the grievant request for light duty and consult with the branch president with respect to the grievant's light duty request? 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 respond to the grievant's light duty request and consult with the branch president regarding accommodations and its delay after receipt of medical documentation. The grievant will be made whole. Within 7 days of receipt of this decision, management will process appropriate paperwork to convert all leave, including leave without pay, charged to the grievant from July 9 - August 22, 2021 to TACS Code 086 (Other Paid Leave) for three (3) hours per day during her regular work schedule. Management will provide a copy of the pay adjustment to the union steward. See the DRT Explanation below.

EXPLANATION: The grievant in this case is Diane Cardiel, a full-time letter carrier assigned to the Leon Valley Station in San Antonio, Texas. The grievant submitted a request for light duty and provided medical documentation on July 9, 2021 stating she could return to work with restrictions on July 8, 2021. Management did not provide a written response to the request or consult with the branch president concerning her request for light duty.

The union filed this grievance to protest management's failure to consult the branch president as required by the LMOU, and their failure to provide a written response regarding the light duty request.

The union at Formal Step A contended on June 24, 2021 the grievant submitted a request for light duty to Supervisor D. Fehlinger along with a letter from her doctor dated May 12, 2021. Manager, F. Cazares stated the letter was insufficient and provided a Return to Work Medical Clearance Certification which was given to the grievant. Upon completion the medical certification documentation was given to Manager Cazares on July 9, 2021. The union contended a denial letter was never received by the grievant. Also, the NALC Branch 421 President confirmed no contact was made by management regarding the request for light duty.

The union requested management grant light duty to the grievant and she be paid three (3) hours for each day after July 9, 2021, the date the medical clearance was submitted.

Management at Formal Step A contended this was an off the job injury. The documentation provided by the grievant was sent to the nurse, but no response has been received. Management asserted the grievant had not communicated with them but rather all communications was through the steward. Further, the employee restrictions stated the grievant could only stand 2-3 hours at a time and require breaks in between. There is no work that can be accommodated with these restrictions. Management contended Leon Valley Station is fully staffed (city carriers) at this time; therefore, there was no available work for this employee within her restrictions.

The DRT reviewed the case file and determined management did not 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 grievant should be paid for the period from July 9 – August 22, 2021, her full duty status based upon the medical documentation.

The Joint Contract Administration Manual states, 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 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



Jose Portales
NALC Step B Representative

cc:

LR Manager, Southern Area
NALC Region 10 NBA
Rio Grande/Texas 3 District HR Manager
Rio Grande/Texas 3 District LR Manager
USPS Formal A: Juan Leal

NALC Branch President
NALC Formal A: Ralph Rodriguez
Manager, Rio Grande District/Texas 3
Postmaster
DRT File

Grievance File Contents

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