



# RESOLVE



## STEP B DECISION

<b>Step B Team:</b>	Decision:	<b>RESOLVE</b>
USPS:	USPS Number:	<b>4G19N-4G-C 2223 0043</b>
<b>Richard Ketchum</b>	Grievant:	<b>David Sanchez</b>
NALC:	Branch Grievance Number:	<b>421-0486-22</b>
<b>Jose Portales</b>	Branch:	<b>421</b>
	Installation:	<b>San Antonio</b>
Dispute Resolution Team:	Delivery Unit:	<b>Serna</b>
<b>Rio Grande</b>	State:	<b>Texas</b>
District Grieving:	Incident Date:	<b>04/05/2022</b>
<b>Texas 3</b>	Informal Step A Meeting:	<b>04/19/2022</b>
	Formal Step A Meeting:	<b>05/11/2022</b>
	Received at Step B:	<b>05/13/2022</b>
	Step B Decision Date:	<b>07/01/2022</b>
	Issue Code:	<b>13.1200</b>
	NALC Subject Code:	<b>507501</b>

**ISSUE:** Did management violate Articles 13 and/or 30 of the National Agreement by failing to give the grievant's request for light duty the greatest consideration and by failing to consult with the branch president? 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 the National Agreement when management failed to provide an explanation in writing why light duty work was unavailable. Management will consult the branch president or his/her designee about the accommodations of temporary or permanent light duty assignments as required in the LMOU. The grievant will be made whole for any loss wages or benefits from March 17, 2022 until he was returned to work. Any leave used, to include leave without pay (LWOP) and absent without leave (AWOL), during this time frame will be converted to "Other Paid Leave" (code 86) for up to six (6) hours per day. Management will provide the grievant a PS Form 8038 within three (3) days of receipt of this decision. Upon return of the PS Form 8038 management will process the PS Form 8039 in accordance with the instructions in Management Instruction EL-430-2017-6 and submit the paperwork to Eagan Accounting Services as soon as possible, but no later than 14 days following receipt of the PS Form 8038. See the DRT Explanation below.

**EXPLANATION:** The grievant in this case is David Sanchez, a full-time carrier assigned to the Serna Station in San Antonio, TX. On March 12, 2022 the grievant submitted a request for light duty along with his medical restrictions to the installation head. The grievant received a letter from the installation head dated March 31, 2022 stating, "At this time, **your request has not been approved.**"

The union filed this grievance to protest management's failure to give the grievant's request for light duty the greatest consideration and for failing to consult with the branch president as required by the Local Memorandum of Understanding (LMOU). Unable to achieve a resolution

through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

**The union** contends the grievant submitted a request for light duty to the installation head along with his medical restrictions on March 12, 2022. However, the grievant received a letter dated March 31, from the installation stating his request for light duty had not been approved at this time. This denial letter did not provide any explanation why her request for light duty was not approved. Management denied the grievant's request for light duty and failed to give it the greatest consideration. Management also violated the LMOU when the installation head and/or his designee failed to consult with he branch president regarding the grievant's request for light duty.

The union requests management cease and desist violating Article 13 of the National Agreement and Sections 1 through 3 of the LMOU. The union finally requests the grievant be made whole.

**Management** contends the grievant failed to provide any of his medical restrictions to the immediate supervisor to be able to provide him work. The grievant bypassed his immediate supervisors and sent his request for light duty to the installation head. The installation head had every right to deny the grievant's light duty request because he did follow the proper procedures. However, as soon as the management staff at Serna became aware of the situation the grievant was provided work within his restrictions.

**The DRT** reviewed the case file and determined management violated Article 13 when they failed to provide an explanation in writing why the request for light duty was not approved. The denial letter dated March 31, 2022 stated, "At this time, **your request has not been approved.**" The Joint Contract Administration Manual (JCAM) provides management's obligation when the requested light duty work is not provided on page 13-4:

Article 13.2.C requires that installation heads make a bona fide effort to identify light duty work. It further requires management to give the matter "the greatest consideration" and "careful attention." If management does not provide the requested light duty work, it has an obligation to explain in writing why light duty work is unavailable. Disputes concerning the failure to provide light duty work may be addressed through the grievance arbitration procedure. [Emphasis Added]

The DRT also agreed the case file evidenced a violation of the San Antonio LMOU when management failed to make every effort to identify light duty work to include consulting with the branch president or his designee about potential accommodations. The LMOU between NALC Branch 421 and USPS management provides the following concerning requests for light duty:

**ARTICLE 13  
ASSIGNMENT OF ILL OR INJURED  
REGULAR WORKFORCE EMPLOYEES**

**SECTION 1**

In accommodation of temporary or permanent light duty assignments for the Letter Carrier Craft, the Installation Head/Designee shall consult with he Branch President, or his/her designee. (1991) [Emphasis Added]

**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)

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



**Richard Ketchum**  
USPS Step B Representative



**Jose Portales**  
NALC Step B Representative

**cc:**

LR Manager, Southern Area  
NALC Region 10 NBA  
District HR Manager  
USPS Formal Step A: Steven Gonzalez  
NALC Formal Step A: Mark Isenhour

NALC Branch President  
District LR Manager  
District Manager  
Postmaster  
DRT File

**Grievance File Contents**

PS Form 8190 (2 pgs)  
Union's Contentions (5 pgs)  
Request for Steward Time  
Request to Meet at Formal Step A  
CA-17  
Grievant's Statement  
Union's Interview Questions (3 pgs)  
PS Form 3972  
Request to Change Crafts (2 pgs)

Management's Contentions  
Request for Information (2 pgs)  
Request to Meet at Informal Step A  
Temporary Light Duty Request  
Denial Letter  
LMOU Excerpt  
Employee Everything Reports (14 pgs)  
Step B Decisions (6 pgs)  
Union's Notes (3 pgs)