



RESOLVE



### STEP B DECISION

**Step B Team:**

USPS:

**Rose Barner**

NALC:

**Jose Portales**

District:

**Rio Grande**

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****G16N-4G-C 2015 7702****Louise Jordan****421-184-20****421****San Antonio****Thousand Oaks****TX****01/31/2020****02/15/2020****No Meeting****03/04/2020****04/07/2020****13.2600****507501****ISSUE:**

Did management violate Article 13 and/or 30 of the National Agreement by failing to give the greatest consideration possible 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 violations of Articles 13 and 30 of the National Agreement. Management will make a pay adjustment as indicated below. In addition management will convert the 8.00 hours of overtime to straight time and 1.37 hours of penalty overtime to overtime for the date of 02/20/2020. Management will provide a copy of the pay adjustment to the union steward within seven (7) days of receipt of this decision. See the DRT Explanation below.

Date	Was Paid	Should be Paid
02/01/2020	5.25 Code 056	5.25 Code 086
02/03/2020	8.00 Code 056	SDO
02/04-07/2020	32.00 Code 056	32.00 Code 084
02/08-17/2020	48.00 Code 086	48.00 Code 086
2/19/2020	8.00 Code 086	SDO

The grievant in this case is Louise Jordan, a full time regular carrier assigned to Thousand Oaks Station in San Antonio, TX. On 01/29/2020 the grievant submitted a request for light duty following an injury to her foot. By letter dated 01/31/2020, the Officer in Charge, Marcelo Polanco denied the light duty request. The reason given was "based on your current restrictions, there is no light duty available at this time."

The union filed this grievance to protest management's failure to comply with the requirements in the LMOU and in Article 13 of the National Agreement prior to deciding there was no work available. Unable to achieve a resolution through the Informal and Formal A steps of the grievance procedure, the union appealed to Step B.

RIO GRANDE DISPUTE RESOLUTION TEAM  
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The union contends management did not give the matter the greatest consideration and careful attention in accordance with the National Agreement. The union contends the installation head/designee failed to consult with the NALC Branch President/designee regarding the grievant's light duty request. The union contends management failed to provide any documentation that a search was ever made to provide the grievant with suitable light duty work. The union contends the Acting Station Manager was not involved in the decision to deny light duty. The union contends the overtime alert report indicates there were multiple routes cased and split and carriers were required to work overtime during this period; therefore, the grievant could have been provided eight hours of additional straight time on these routes.

The union requests management cease and desist violating Article 13. The union requests management restore any sick leave the grievant used and correct the pay errors for a total of 53.25 hours charged as sick leave which should have been light duty converted to administrative leave. The union requests 32 hours paid sick leave which should be LWOP (code 084) and eight hours overtime which should be straight time and 1.37 hours of penalty overtime which should be overtime.

**Management** did not meet at the Formal A step of the grievance process. There were no management contentions in the file.

The DRT reviewed the case file and determined management violated Articles 13 and 30 (via the San Antonio LMOU) by failing to consult with the branch president to attempt to identify available light duty work. To validate the grievant's scheduled day off (SDO), the team acquired a work schedule and determined the grievant's SDO was 02/19/2020, not 02/20/2020.

Article 13.2.C and the accompanying explanation appear on page 13-4 of the JCAM:

**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.

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.

The San Antonio LMOU includes the following:

**ARTICLE 13**  
**ASSIGNMENT OF ILL OR INJURED**  
**REGULAR WORKFORCE EMPLOYEES**  
  
**SECTION 1**

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*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) (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 mutually 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 District HR Manager  
Rio Grande District LR Manager  
Management Formal Step A: Daniel Mata

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

**Grievance File Contents**

PS Form 8190  
Table of Contents  
Union Contentions  
Grievant's Statement  
Polanco Denial of Light Duty Letter  
Request for Light Duty  
Employee Everything Report  
Employee Earning Statement  
Grievant Pay Stub  
PS Form 3971  
NBA Office Assistance Documents  
Medical Release to Full Duty  
Branch President/VP Statements

Request for Information  
Informal Step A Meeting Notes  
Steward Castillo Statement  
Request for Formal Step A Meeting  
Supporting Medical Documentation  
Overtime Alert Report  
Employee Everything Report  
Overtime Alert Report  
Grievant Employee Everything Report  
PS Form 3972