

## Local Grievance # \_\_\_\_\_

### Issue Statements (Block 15 on PS Form 8190):

Did management violate Article 13 of the National Agreement and the light duty provisions contained in the **[Station/Post Office]** LMOU at the **[Station/Post Office]** by failing provide Letter Carrier **[Name]** with light duty work within his/her work restrictions, and if so, what should the remedy be?

### Union Facts and Contentions (Block 17 on PS Form 8190):

#### Facts:

1. Letter Carrier **[Name]** submitted a written request for **[Temporary or Permanent]** Light Duty Work to the Installation Head **[Name of Postmaster]** on **[date]**. A copy of the request is included in the case file.
2. The grievant submitted a list of his/her work restrictions to the installation head along with the request for light duty on **[date]**. (Included in case file.)
3. The TACS Employee Everything Reports included with the case file show the grievant was not provided up to eight hours of light duty work during the period **[date]** to **[date]**.
4. The grievant's PS Form 3972, *Absence Analysis* shows he/she used **[Annual Leave, Sick Leave, LWOP]** on the following dates: **[dates]**.
5. The following duties are/were available within the grievant's work restrictions. **[List in detail available duties within the grievant's work restrictions.]** (Casing mail, delivering mounted route(s), delivering express mail, replacing case labels, etc.)
6. Management failed to meet their contractual obligation to explain in writing why light duty work is unavailable for the grievant.
7. The following language is found in Article 13 of the Joint Contract Administration Manual (JCAM):

#### *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 physician designated by the installation head, if that official so requests.*

*The following requirements apply to an employee seeking temporary reassignment to light duty work.*

- Any full-time regular or part-time flexible employee may request temporary light duty, regardless of length of service.*
- The request must be submitted in writing.*
- The request must be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor.*
- The employee bears any cost connected with the statement required under this section.*
- The employee must agree to submit to a further examination by a physician designated by the installation head, if requested.*

*The Postal Service will be responsible for any costs when it requests a second medical examination.*

*The employee may specifically seek light duty or may seek "other assignment" within his/her medical limitations*

8. Article 13, Section 2.C of the National Agreement states:

*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.*

9. The JCAM explains Article 13, Section 2.C as follows:

*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.*

10. Article 13, Section 4.A of the National Agreement states:

*A. Every effort shall be made to reassign the concerned employee within the employee’s 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, consideration will be given to reassignment to another craft or occupational group within the same installation.*

11. The **[Installation/Post Office]** LMOU contains light duty provisions that are specifically applicable in the **[Installation/Post Office]**. A copy of the **[Installation/Post Office]** LMOU is included in the case file.

## **Contentions:**

1. Management violated Article 13, Section 2 of the National Agreement at the **[Station/Post Office]** by failing to give “the greatest consideration” and “careful attention” to providing Letter Carrier **[Name]** with light duty work within his/her work restriction beginning on **[date]**.
2. Management further violated Article 13, Section 2 by not meeting their contractual obligation to explain in writing why light duty work was/is unavailable for the grievant.
3. The grievant was forced to take **[Annual, Sick Leave, LWOP]** on the following dates: **[dates]**.
4. Management violated Article 13, Section 4.A by failing to meet its contractual obligation to reduce supplemental work force hours in order to provide light duty work for the grievant.
5. Management failed to provide any documentation that a search was ever made to provide the grievant with suitable light duty work.
6. Management failed to give consideration to reassignment to another craft or occupational group within the installation.
7. Management violated the light duty provisions of the **[Station/Post Office]** LMOU by failing to meet its obligations with regard to light duty work requests **[expand on what your LMOU specifically provides for]**.

### **Remedy (Block 19 on PS Form 8190):**

1. That management cease and desist violating Article 13, Section 2 of the National Agreement.
2. That management restore any annual or sick leave the grievant used on the following dates: **[dates]**.
3. That management will pay a make whole remedy to the grievant for all lost wages and benefits during the time period **[date]** to **[date]**.
4. That all payments associated with this case be made as soon as administratively possible, but no later than 30 days from the date of settlement.
5. That proof of payment be provided to **[NALC Official]** upon payment, and/or any other remedy the Step B team or an arbitrator deems appropriate.

## **Add the following issue statement, facts, contentions, and remedy request if we can prove the violation is repetitive:**

### **Issue Statement:**

Did management violate Article 15, Section 3.A of the National Agreement along with policy letter M-01517 by failing to comply with the prior Step B decisions or local grievance settlements in the case file, and if so, what should the remedy be?

### **Facts:**

1. Article 15, Section 3.A of the National Agreement states in relevant part:

*The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in resolution of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end.*

2. M-01517 states in part:

*Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance, and those steps should be documented.*

3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Article 13 of the National Agreement.

### **Contentions:**

1. Management violated Article 15, Section 3.A of the National Agreement and M-01517 by failing to abide by the previous Step B decisions/local grievance settlements in the case file. When management violates contractual provisions despite being instructed/agreeing to cease and desist these violations, they have failed to bargain in good faith.
2. The Union contends that Management has had prior cease and desist directives to stop violating Article 13. The Union also contends that Management's actions are continuous, egregious and deliberate. The Union has included past decisions/settlements in the case file to support their claim.

**Remedy:**

1. That management cease and desist violating Article 15 of the National Agreement.
2. That Letter Carrier(s) **[Name], [Name], and [Name]** each be paid a lump sum of \$100.00 to serve as an incentive for future compliance.



## National Association of Letter Carriers Request for Information

To: \_\_\_\_\_  
(Manager/Supervisor)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Station/Post Office)

Manager/Supervisor \_\_\_\_\_,

Pursuant to Articles 17 and 31 of the National Agreement, I am requesting the following information to investigate a grievance concerning a violation of Article 13:

1. Copies of the TACS Employee Everything Reports for Letter Carrier **[name]** for: **[date(s)]**.
2. Copies of PS Forms 3972 for the last two years for Letter Carrier **[name]**.

I am also requesting time to interview the following individuals:

1. **[Name]**
2. **[Name]**
3. **[Name]**

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

\_\_\_\_\_  
Shop Steward  
NALC

Request received by: \_\_\_\_\_  
Date: \_\_\_\_\_



## National Association of Letter Carriers Request for Steward Time

To: \_\_\_\_\_  
(Manager/Supervisor)

Date \_\_\_\_\_

\_\_\_\_\_  
(Station/Post Office)

Manager/Supervisor \_\_\_\_\_,

Pursuant to Article 17 of the National Agreement, I am requesting the following steward time to investigate a grievance. I anticipate needing approximately \_\_\_\_\_ (hours/minutes) of steward time, which needs to be scheduled no later than \_\_\_\_\_ in order to ensure the timelines established in Article 15 are met. In the event more steward time is needed, I will inform you as soon as possible.

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

\_\_\_\_\_  
Shop Steward  
NALC

Request received by: \_\_\_\_\_  
Date: \_\_\_\_\_