

**CENTRAL ILLINOIS DISPUTE RESOLUTION TEAM**

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**STEP B DECISION**

<b><u>Step B Team:</u></b> CID	<b><u>Decision:</u></b> <b>RESOLVED</b>
	<b><u>USPS Number:</u></b> J16N-4J-C21107237
	<b><u>Grievant:</u></b>
	<b><u>Branch Grievance Number:</u></b> TC-121-20
	<b><u>Branch:</u></b> 4016
<b><u>District:</u></b> Central Illinois	<b><u>Installation:</u></b> Tri-City
	<b><u>Delivery Unit:</u></b> 60425
	<b><u>State:</u></b> IL
	<b><u>Incident Date:</u></b> 12/03/20
	<b><u>Date Informal Step A Initiated:</u></b> 12/24/20
	<b><u>Formal Step A Meeting Date:</u></b> 02/10/21
<b><u>Formal Step A Representatives:</u></b>	<b><u>Date Received at Step B:</u></b> 02/17/21
NALC: J. Poskin	<b><u>Step B Decision Date:</u></b> 03/15/21
USPS:	<b><u>DRT Reference Number:</u></b> E085
	<b><u>Issue Code:</u></b> 13.4120
	<b><u>NALC Subject Code:</u></b> 507599

**ISSUE:**

Did the employer violate Article 13 of the National Agreement when they withdrew the grievant's previously approved light duty work and removed the grievant from the schedule between 12/4/20 and 12/17/20, and if so, what is the appropriate remedy?

**DECISION:**

The Dispute Resolution Team (DRT) has **RESOLVED** this grievance. Management violated Article 13.2 of the National Agreement by removing the grievant from light duty between 12/4/20 and 12/17/20. In the future, management shall comply with Article 13.2 of the National Agreement. The grievant shall be made whole for four (4) hours of work on each of his regular scheduled days from 12/4/20 through 12/17/20. The management Step B Representative shall process the necessary payroll adjustments.

**EXPLANATION:**

The grievant, full-time regular (FTR) city letter carrier, works in the Tri-City Carrier Annex. He had been on light duty as prescribed by medical documentation dated 10/7/20 and 11/4/20 which restricted him to working four (4) hours each day as well as other restrictions. The union contends the grievant was assigned to light duty consisting of approximately four (4) hours of work each day prior to 12/3/20.

On 12/3/20 the grievant protested that delivering Red Plum mailers would be outside his existing medical restrictions. The grievant was given a written notice from Supervisor asserting the grievant was being removed from the schedule until he provided new medical documentation and a decision was rendered. Mr. gave the grievant a locally developed

form for requesting light duty. The grievant worked 5.47 hours on 12/3/20.

The grievant provided management with documentation dated 12/9/20 stating he could return to work with identical restrictions to those on the documentation dated 11/4/20. Management contends they instructed the grievant to return to work on 12/17/20 and that the week it took to consider the new restrictions was reasonable. The grievant returned to work on Monday 12/21/20 and resumed working approximately four (4) hours per day.

The union brings this grievance on behalf of Mr. \_\_\_\_\_ contending the employer violated Article 13 of the National Agreement when they withdrew the grievant's previously approved light duty work and removed the grievant from the schedule between 12/4/20 and 12/17/20.

Article 13.2.C of the National Agreement and page 13-4 of the *Joint Contract Administration Manual* (JCAM) state in relevant part:

*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.*

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*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 DRT will reference the Step 4 decision in USPS Grievance Number H90N-4H-C96029235 (M-01437) dated 4/9/2001 which states in relevant part:

*The issue in this grievance is whether a local "blanket policy" requiring an update of medical information every 30 days to continue in a light-duty assignment is a violation of Article 13 of the National Agreement.*

*After reviewing this matter, we mutually agreed that while no national interpretive issue is fairly presented in this case, the issue is resolved as follows:*

*The parties agree that the local practice of requiring an automatic update of medical information every 30 days is contrary to the intent of Article 13 and, therefore, will be discontinued. Consistent with the provisions of Article 13.4.F. of the National Agreement, an installation head may request an employee on light-duty to submit to a medical review at any time: The installation head shall review each light duty reassignment at least once each year, or at any time the installation head has reason to believe the incumbent is able to perform satisfactorily in other than the light duty assignment the employee occupies. This review is to determine the need for continuation of the employee in the light duty assignment. Such employee may be requested to submit to a medical review*

*by a physician designated by the installation head if the installation head believes such examination to be necessary.*


The USPS Formal Step A Representative writes in her contentions:

*In November, requested updated medical from Mr. because the receipt of the last one was past 30 days. Updated medical is warranted every 30 days.*

The installation head may request an employee on light-duty to submit to a medical review by a physician designated by the installation head at any time, if they have reason to believe the employee is able to perform satisfactorily in a different assignment and to determine the need for continuation of the light duty assignment. Blanket policies requiring updated medical documentation from employees every thirty (30) days to continue on light-duty are contrary to the intent of Article 13 of the National Agreement and must be discontinued.

The DRT agrees the appropriate remedy is both instructional and monetary. The employer shall pay a make whole remedy up to the number of hours authorized by the grievant's existing and updated medical documentation: four (4) hours each day.

Accordingly, the DRT has **RESOLVED** this grievance as indicated in the decision section.

  
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**Lawrence**  
**USPS Step B Representative**

  
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**James**  
**NALC Step B Representative**

**cc: Formal Step A Parties**  
**CID Labor Relations Manager**  
**National Business Agent**  
**Area Labor Relations Manager**

**File Contents: PS Form 8190, Contentions, Statements, Documents (Total Pages: 69)**

Pages

- 1: PS Form 8190
- 2: Table of Contents
- 3: Letter ( , 12/3/20)
- 4-10: Union Contentions
- 11: Informal Step A Meeting Summary
- 12-15: Interview Notes
- 16-17: Medical Documentation
- 18-19: Locally Developed Form
- 20-23: EERs
- 24-27: JCAM Excerpts
- 28-32: Extensions
- 33: Extension
- 34: Management Table of Contents
- 35-38: Management Contentions
- 39: Statement (\*illegible\*)
- 40-42: EERs
- 43-48: Employee Key Indicator Report
- 49-55: Unrelated Notices
- 56-57: PS Forms 3971
- 58-59: Traffic Crash Report
- 60-67: Medical Documentation
- 68-69: JCAM Excerpts