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AMERICAN POSTAL WORKERS UNION
NATIONAL BUSINESS AGENTS OFFICE

FREDERICK P. KESSLER
EXPEDITED ARBITRATION PANEL

In the Matter of the Arbitration

UNITED STATES POSTAL SERVICE
and the arbitration between
AMERICAN POSTAL WORKERS UNION

GRIEVANT: AMY BLACK
POST OFFICE: DES MOINES
CASE NO: I90C-II-C 96012082
I90C-II-C 96012084
I90C-II-C 96014616

BEFORE FREDERICK P. KESSLER

APPEARANCES

For the U.S. Postal Service: Dan Archip
Labor Relations Specialist

For the Union: Carl Casillas
American Postal Workers Union
Des Moines, Iowa

PLACE OF HEARING
DATE OF HEARING
DATE OF AWARD
RELEVANT CONTRACT PROVISION
CONTRACT YEAR
TYPE OF GRIEVANCE
February 18, 1998
February 20, 1998
Article 13 Light Duty
1994-98
Denial of Work

Decision

Amy Black, a Part-time Flexible employee, suffered a minor injury to her foot on or prior to August 23, 1995. She was examined by a physician who told her to avoid standing for more than ten minutes each hour. Her job, as a flat sorter machine operator, shared by two other employees, required her to rotate for twenty minutes each hour standing as a sweeper, and then sitting for forty minutes operating a keyboard.

Black's regular supervisor was on vacation or absent when she brought her doctor's order to work. Black showed the note to her temporary supervisor and was assigned to work as a manual sorter that workday. The manual sorter job that required minimum standing. Other supervisors who were assigned to her department continued to assign her to manual sorting for the balance of the week.

On August 30, her doctor modified the restriction to allow her to stand for fifteen minutes each hour. When she reported to work on September 1, 1995, at the beginning of the Labor Day weekend her regular supervisor had returned. When she told him of the restriction, he indicated that she had to apply for light duty before she could work. Since that could not be approved until after the weekend, she was not allowed to work and was sent home. She told him that she was willing to operate the machine despite the doctor's restrictions. Her co-workers on the machine indicated they would be willing to "take up any slack" caused by her injury. Manual sorting work was still available.

A union steward was not available until the next day. Black reported to work and again was advised she could not work with the doctors restriction in place. It was agreed that she did not have to report for her previously scheduled work on Sunday and Labor Day in order to protect her claim. She now seeks compensation for the thirty hours she was not allowed to work.

Article 13, Section 2, A, of the Labor Agreement relates to light duty work. It provides as follows:

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 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 Public Health Service doctor or physician designated by the installation head, if that official so requests.

The Postal Service in Des Moines has adopted a Light Duty Policy which provides as follows:

DEFINITIONS:

LIGHT DUTY: WORK assignment for employees recuperating from a non-work related injury, or illness, which temporarily precludes them from performing the full scope of their bid assignments.

Black's injury was not so "serious" an injury or illness that it would fall under the provisions of Article 13. Since she was a Part-time Flexible employee, she did not have a bid assignment. Her temporary supervisors recognized that fact during the prior week and accommodated the inconvenience. The decision to send her home was arbitrary in light of the acts of the other

supervisors, and the continued availability of work she could perform.

Award

Black is entitled to thirty hours of back pay. The grievance is sustained.

Dated at Milwaukee, Wisconsin
this 20th of February, 1998

F. P. Kessler
FREDERICK P. KESSLER
Arbitrator