

American Postal Workers Union, AFL-CIO  
**GRIEVANCE  
STATUS LETTER  
(CENTRAL REGION)**

GRIEVANT-PERSON OR UNION FROM LINE 8 (LASTNAMEFIRST)		APWU-USPS NAT. GRIEVANCE
ROGERS, S.		
WORK LOCATION CITY AND ZIP CODE FROM LINE 10		USPS REGIONAL GRIEVANCE
DES MOINES, IA.		I90C-1I-C96022163
CONTRACT ISSUE	CRAFT	APWU REGIONAL GRIEVANCE
ARTICLE 13	CLERK	13521
	DATE	APWU LOCAL GRIEVANCE
	March 2, 1998	77-95-10841

TO: DIRECTOR, INDUSTRIAL RELATIONS  
AMERICAN POSTAL WORKERS UNION, AFL-CIO  
1300 L STREET, N.W.  
WASHINGTON, D.C. 20005

D/A: 2/21/98 REG  
SUSTAINED  
ADVOCATE:  
Robert D. Kessler

- WITHDRAW FROM STEP 4 OR ARBITRATION
- SETTLEMENT
- ARBITRATION AWARD
  - NATL. CERTIFICATION
  - LOCAL CERTIFICATION

PYMT. # 505269

Arbitrator's Statement -- John C. Fletcher  


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\$1,129.50 -- D/H: January 30, 1998

*ATTACHED IS DOCUMENTATION IN SUPPORT OF ACTION INDICATED*

The Arbitrator stated, "The grievance is sustained. The Plant Manager's refusal to permit Grievant to work light/limited duty between September 6, 1995 and October 13, 1995, when work was available within her restrictions, and when her medical documentation satisfied the requirements of the Light Duty Policy in place in the facility, was a violation of the Agreement."

cc: NBA, St. Louis Division Office, APWU  
President, Des Moines Area Local# (0044), APWU ✓  
LEO F. PERSAILS, COORDINATOR  
CENTRAL REGION  
AMERICAN POSTAL WORKERS UNION,  
AFL-CIO

LFP:lnf

REGULAR REGIONAL ARBITRATION PANEL

In the Matter of the Arbitration )  
 )  
 between ) Grievant: Sheryl Y. Rogers  
 )  
 United States Postal Service ) Post Office: Des Moines, Iowa  
 )  
 and ) Case No: 190C-11-C 96022163  
 ) 77-95-10841  
 American Postal Workers Union )

Before: John C. FLETCHER, Arbitrator

Appearances:

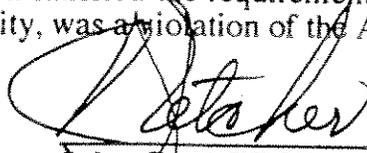
For the Postal Service: Ms. Valerie E. Parker, Labor Relations Specialist  
Post Office Box 66606  
St. Louis, Missouri 63166 - 6606

For the Union: Mr. Robert D. Kessler, National Business Agent  
1001 East 101st. Terrace, Suite 390  
Kansas City, Missouri 64131

Place of Hearing: Des Moines, Iowa  
Date of Hearing: January 30, 1998  
Date of Award: February 21, 1998  
Relevant Contract Provisions: Art. 13, National Agreement; Sect. 513, ELM  
Contract Year: 1994 - 1998  
Type of Grievance: Contract - Denial of Light/Limited Duty

Award Summary

The grievance is sustained. The Plant Manager's refusal to permit Grievant to work light/limited duty between September 6, 1995 and October 13, 1995, when work was available within her restrictions, and when her medical documentation satisfied the requirements of the Light Duty Policy in place in the facility, was a violation of the Agreement.

  
John C. FLETCHER, Arbitrator

OPINION AND AWARD

190C-11-C 96022163 - Sheryl Y. Rogers  
Des Moines, Iowa

Background:

The herein Grievant, Ms. Sheryl Y. Rogers, underwent abdominal surgery in October, 1994. Upon her return to duty with the Postal Service, Grievant was restricted by her doctor from repetitive lifting, given a 20 pound weight limitation, and could only work a 40-hour week. Nonetheless, under these restrictions Grievant was able to perform 90 to 95 percent of the duties of her bid assignment as a LSM Operator. Her lifting restrictions would only affect her activity when she would be required to work in her secondary zone in the manual area. Initially she was provided full-time work within her restrictions.

Under date of July 20, 1995, Grievant submitted the light duty request that generated the grievance under review here. In that request, like the earlier ones previously approved, her doctor indicated that she was suffering from "post surgical complications" from her abdominal surgery. The expected duration of her restrictions were 90-days, and under other remarks the doctor wrote, "under present care for test/treatment." A week after the request was received, the Plant Manager advised Grievant that he was forwarding the request to the Postal Physician for review, and pending this review he would temporarily honor the request for 30 days. On August 1, 1995, the Postal Physician wrote a note to the Plant Manager suggesting that he request additional medical information explaining the need for the restrictions.

On August 2, 1995, the Plant Manager communicated the Postal Physician's suggestion to Grievant. In that communication the Plant Manager stated:

The Postal Service physician has reviewed the medical documentation you supplied with your request for temporary Light Duty and he requires additional information explaining the need for the restrictions you requested. For example, if your restriction was no walking, or limited walking, then the appropriate medical information might include sprained ankle. You must supply enough information for the Postal Service physician to determine if the restrictions are appropriate for the medical condition you claim.

The Plant Manager continued Grievant's light duty accommodation for ten days pending receipt of the requested additional medical documentation.

On August 18, 1995, the Local President of APWU communicated with the Plant Manager concerning his letter to Grievant. The President noted that the documentation submitted in support of Grievant's request was the same as that previously furnished and approved, and clearly stated that she was experiencing post surgical complications resulting from abdominal surgery. The President noted that she thought that they had agreed [when the local guide lines on light duty were promulgated by the Plant Manager] that the type of information contained in Grievant's request would be sufficient, and that medical diagnosis/prognosis would not be necessary. In her conclusion the President wrote that Grievant was capable to doing 90 to 95 percent of her job without consideration of the restrictions and while this matter was being worked out she should at least be allowed to work this portion of her schedule, only being taken off the clock when lifting was required.

Further exchange between the President and the Plant Manager occurred during the next several weeks. On September 6, 1995, Grievant was told by her Supervisor that since her approvals for light duty had expired, and they had not been renewed, she was expected to perform the full range of duties of her bid job. When Grievant refused to work beyond her medical restrictions she was sent home, and was not allowed to work at all.

On October 3, 1995, Grievants' Gynecologist, completed a "To Whom It May Concern" letter, reading:

Sheryl Rogers is a patient of mine who underwent major abdominal surgery 10-7-94. She has had a prolonged recovery time, and continues to have abdominal pain. She is in the midst of further evaluation to determine the cause of the continued pain.

In the meantime, she is able to work full time, with the following restrictions:

- (1) No lifting ↑ 20 #.
- (2) No twisting or bending frequently or repetitive lifting.

If her pain continues, she will be reassessed in 6 weeks to determine further/continued restrictions.

Upon receipt of the Gynecologist's letter the Plant Manager forwarded it to Postal Service Physician for review, and when the restrictions were approved by him, Grievant was allowed to return to work effective October 13, 1995.

The instant grievance was filed over the denial of light duty between September 6, 1995 and October 13, 1995. The Union contends that the denial was solely based on the Plant Manager's desire that Grievant provide him with a prognosis and diagnosis, information, something he wasn't entitled to receive under any circumstances, by reason of; (a), the National Agreement; (b), directives published by the National Medical Director; and (c), the light duty policy

statement for the facility that APWU aided in developing. The Union says that, in content, the information provided in the medical documentation dated October 3, 1995, that was accepted as sufficient to return Grievant to her light duty status, was no different from that which she had previously been providing.

The Service contends that the only reason that Grievant was not accommodated for light duty between September 6, 1995 and October 13, 1995 was because she did not submit adequate medical documentation to support her request. If Grievant had a problem with having the Plant Manager have access to this documentation she could have had her doctor furnish it directly to the Postal Service doctor, but she did not. When adequate medical documentation was provided, Grievant was returned to light duty, the Service notes. It maintains that the Agreement was not violated, and the only reason Grievant did not work between September 6, 1995 and October 13, 1995 was because of her own stubbornness in refusing to comply with a legitimate request that she support her claim to light duty entitlements with adequate supporting documentation.

#### DISCUSSION

Under date of December 30, 1994, the Des Moines, Iowa Plant Manager published a policy statement entitled "Light Duty Policy." The context of this policy, according to testimony from APWU's former Local Union President was discussed with her and concurred in by the Local before it was issued. With respect to documentation necessary to support a request for light duty, the policy statement provides:

**MEDICAL STATEMENT:** A statement from a licensed physician, or licensed chiropractor, which gives evidence of the physical, or mental condition of the employee, the need for the reassignment, the ability of the employee to perform other duties, and the anticipated duration of the convalescence period.

This Arbitrator's examination of the medical statement that Grievant provided on July 20, 1995, on its face, appears to satisfy the above requirements. In fact it was no different from a statement previously submitted and approved for light duty resulting from the same impairment, abdominal surgery. Moreover, except as to form, it was no different in substance from the statement submitted on October 5, 1995, that was eventually accepted as adequate for her return to light duty. Accordingly, when the "before" and "after" statements are compared, it cannot be fairly said that Grievant did not provide an adequate medical statement supporting her request for light duty, as the statement provided the Plant Manager on August 2, 1995, comported to policy requirements, in all necessary details.

The grievance has merit. It will be sustained.

### A W A R D

The grievance is sustained. The Plant Manager's refusal to permit Grievant to work light/limited duty between September 6, 1995 and October 13, 1995, when work was available within her restrictions, and when her medical documentation satisfied the requirements of the Light Duty Policy in place in the facility, was a violation of the Agreement.

  
JOHN C. FLETCHER

Mount Prospect, Illinois - February 21, 1998

