

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

### Issue Statement (block 15 of PS Form 8190):

Did management violate Articles 5 and 21 of the National Agreement along with ELM Section 540 and EL-505 via Article 19 of the National Agreement and 20 C.F.R. 1 by failing to provide and/or properly process Form CA-16, and if so, what should the remedy be?

### Union Facts and Contentions (block 17 of PS Form 8190):

#### Facts:

1. Letter Carrier **[name]** suffered a traumatic on-the-job injury on **[date]** at approximately **[time]** when **[explain incident]**.
2. Section 541.2 of the ELM defines a traumatic injury as:

*Traumatic injury — a condition of the body caused by external force, including stress or strain. The injury:*

(1) *Must be identifiable as to time and place of occurrence and member or function of the body affected.*

(2) *Must be caused by a specific event or incident, or series of events or incidents, within a single day or work shift.*
3. Letter Carrier **[name]** reported the injury to Supervisor **[name]** on **[date]** at approximately **[time]**. This is documented by the written statement from Letter Carrier **[name]** in the case file.
4. Management failed to provide Letter Carrier **[name]** a Form CA-16 within four hours of his/her reporting of the injury. This is documented by the written statement from Letter Carrier **[name]** in the case file and/or the medical bill received by Letter Carrier **[name]**.
5. Article 21.4 of the National Agreement states:

*Employees covered by this Agreement shall be covered by Subchapter I of Chapter 81 of Title 5, and any amendments thereto, relating to compensation for work injuries. The Employer will promulgate appropriate regulations which comply with applicable regulations of*

*the Office of Workers' Compensation Programs and any amendments thereto.*

6. Article 21 of the JCAM explains:

***Workers' Compensation.*** *Letter carriers who sustain occupational injury or disease are entitled to workers' compensation benefits under the Federal Employees' Compensation Act (FECA), administered by the U.S. Department of Labor's Office of Workers' Compensation Programs (OWCP).*

*Sources of information concerning federal workers' compensation benefits are:*

- *ELM Section 540—USPS regulations governing workers' compensation;*
- *USPS Handbook EL-505, Injury Compensation (December 1995);*
- *Title 5 United States Code Section 8101 (5 U.S.C. 8101)—the Federal Employees' Compensation Act (FECA);*
- *Title 20 Code of Federal Regulations Section Chapter 1 (20 C.F.R. 1) —regulations of the Office of Workers' Compensation Programs;*

7. National Arbitrator Bernstein ruled in case number H1N-5G-C 14964:

*Article 5 of the National Agreement serves to incorporate all of the Service's "obligations under law" into the Agreement, so as to give the Service's legal obligations the additional status of contractual obligations as well. This incorporation has significance primarily in terms of enforcement mechanism--it enables the signatory unions to utilize the contractual vehicle of arbitration to enforce all of the Service's legal obligations. Moreover, the specific reference to the National Labor Relations Act in the text of Article 5 is persuasive evidence that the parties were especially interested in utilizing the grievance and arbitration procedure spelled out in Article 15 to enforce the Service's NLRB commitments.*

## **Contentions:**

1. Management violated Articles 5 and 21 of the National Agreement along with ELM Section 540 and EL-505 via Article 19 of the National Agreement and 20 C.F.R 1 by failing to provide and/or properly process Form CA-16.
2. Section 545.2 of the ELM addresses the management's responsibilities when an employee requires medical treatment:

## *545.2 Authorizing Examination and/or Treatment With Form CA-16*

### *545.21 Traumatic Injury*

*When an employee sustains a work-related traumatic injury that requires medical examination, medical treatment, or both, the control office or control point must authorize such examination and/or treatment by issuing a Form CA-16. Form CA-16 is used for all traumatic injuries requiring medical attention. The control office or control point must advise the employee of the right to an initial choice of physician (see 543.3). The control office or control point must promptly authorize medical treatment by issuing the employee a properly executed Form CA-16 within 4 hours of the claimed injury. If the control office or control point gives verbal authorization for care, Form CA-16 should be issued within 48 hours.*

Letter Carrier **[name]** notified Supervisor **[name]** of his/her injury. At that point, the manager was required to, among other things, provide Letter Carrier **[name]** with a properly executed Form CA-16 within four hours. This did not happen in this case. Moreover, because management did not provide the CA-16, they did not comply with the other requirements of the language quoted above.

3. Management's excuse that they did not have Form CA-16 on hand is unacceptable. Section 541.3 of the ELM reads in part:

*Each installation head must maintain an adequate supply of the following basic forms, which are needed for recording and reporting injuries:*

Form CA-16, among others, is included in listing in ELM 541.3.

4. Handbook EL-505 set out the management's responsibilities to authorize medical treatment when a traumatic injury has occurred. The following language appears on page 51:

*Obligation: Authorizing Medical Examination and/or Treatment  
Initial medical examination and/or treatment must be authorized in accordance with the FECA provisions and applicable OWCP regulations and policies governing medical care. FECA guarantees the employee the right to a free choice of physician.*

*In a nonemergency, determine if CA-16 issuance is required, as shown in the information block below.*

*— If it is required, issue the employee the form within 4 hours.*

Page 51 of Handbook EL-505 goes on:

*When to Issue CA-16*

*Issue CA-16 to authorize medical treatment:*

*— For all traumatic injuries requiring medical attention when the employee elects outside treatment, even if the initial treatment is provided by the contract physician, except as cited below.*

5. The Union contends this issue is an “obligation under the law” as defined by National Arbitrator Bernstein; therefore, management violated Article 5 of the National Agreement as well.
6. Letter Carriers who are injured on-the-job are guaranteed certain rights and protections by the National Agreement and federal law. When these rights are violated, Letter Carriers are harmed. Without the proper forms being provided and/or properly processed at the time of a traumatic injury, an employee’s Worker’s Compensation benefits could be delayed and/or denied for reasons that are out of the employee’s control. In this case, Letter Carrier **[name]** was forced to pay for his/her medical treatment out-of-pocket.

**Remedy (block 19 of PS Form 8190):**

1. That management cease and desist violating Articles 5 and 21 of the National Agreement along with ELM Section 540 and EL-505 via Article 19 of the National Agreement and 20 C.F.R. 1.
2. That management abide by ELM Section 540 and EL-505 at all times in the future.
3. That Letter Carrier **[name]** be made whole for any and all lost wages and benefits that occurred as a result of management’s actions.
4. That Letter Carrier **[name]** be paid a lump sum of \$100.00 to serve as an incentive for future compliance.
5. 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.
6. 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 15.3.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 15.3.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.*

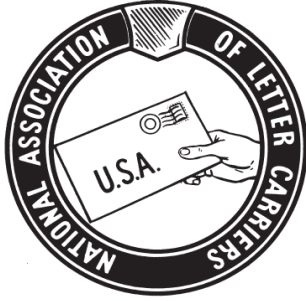
3. Included in the case file are **[Arbitration Awards/Step B decisions/local grievance settlements, etc.]** in which management was instructed/agreed to cease and desist violating Article 21 of the National Agreement.

### **Contentions:**

1. Management violated Article 15.3.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 Articles 5, 19, and 21. 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 as an incentive for future compliance.



## National Association of Letter Carriers Request for Information

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

Date \_\_\_\_\_

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

Pursuant to Articles 17 and 31 of the National Agreement, I am requesting the following information to investigate a grievance concerning a violation of Articles 15, 16 and 19:

1. Copies of any and all Forms CA-1 and PS Forms 1769 related to the on-the-job injury to Letter Carrier **[name]**.
2. TACS Employee Everything report for Letter Carrier **[name]** from **[dates(s)]**.

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,

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

Shop Steward  
NALC

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



## National Association of Letter Carriers Request for Steward Time

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

\_\_\_\_\_  
(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,

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

Shop Steward  
NALC

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



