

GUIDELINES (for Union use)

Grievances re: Denial of Light Duty

Issue Statement: Did the Employer violate Contractual provisions, including but not limited to, Articles 3, 13, 15 and 30 of the Collective Bargaining Agreement; and the Branch 2184 LMU Items 15-17 by failing to make every effort to provide the grievant with light duty work available within restrictions? If so, what is the remedy or what shall be the remedy?

FACTS TO CONSIDER: (provide evidence as necessary)

- Is there proof the grievant requested light duty?¹
- Is there medical documentation of restrictions?
- Did the installation head indicate in writing the reasons for light duty denial? (ref Article 13.2.C) If so, is there evidence supporting those reasons?
- Is there evidence work was available within the grievant's restrictions?² Such as, but not limited to:

Curtailed mail reports

Overtime records

Express mail logs

ETCs of CCAs doing work which a FTR on light duty could do

ARGUMENTS/CITATIONS:

- Remember, the union has the burden of proving the Contract was violated.
- Article 13 requires management to show the greatest consideration (13.2.C) and make every effort (13.4.A) to provide available craft light duty work, even considering other-craft work (13.4.A).
- Management commonly argues light duty carriers are not guaranteed 8 hours work. The requirement to make every effort to provide light duty certainly includes up to 8 hours per day if possible.
- Management sometimes contends providing light duty would be inefficient. Arguably, in negotiating light duty work rights the parties accepted some degree of inefficiency since injured carriers performing other than their normal duties are bound to be less efficient. This position is supported by Article 13.4.B which allows assignment modification provided "excessive" hours are not used, and it is consistent with Arbitrator Baldovin's decision in case #C-012973. Also, utilizing a carrier on light duty at the straight time rate instead of carriers at the overtime rate has to be more efficient (e.g. to provide casing assistance).

REMEDY:

Compensate the grievant for lost light duty work hours; make the grievant whole; and/or other appropriate remedy.

¹If the request was not in writing, did management make the carrier aware this was necessary, or have others been granted light duty without written request?

²Some possible light duty assignments are listed in the LMU section 17.