

LABOR RELATIONS



Mr. Fredric V. Rolando
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2144

Re: Q06N-4Q-C 12288947
Washington, DC 20260-4100

Dear Mr. Rolando:

On several occasions our representatives met in prearbitration discussion on the above-captioned grievance. Time limits were extended by mutual consent.

The issue in this case concerns the language in two letters generated by the Employee Health and Safety system – “Employee Rights and Responsibilities Traumatic Injury/Form CA-1” and “Employee Rights & Responsibilities Occupational Disease/Form CA-2.”

After reviewing this matter, we agree to resolve this grievance as follows:

The Postal Service will revise the above-referenced letters to reflect current Postal Service regulations and policies as follows:

1. The section titled *Mileage Reimbursement* within *Out of Pocket Costs* will be revised as follows:

“You are entitled to reimbursement of reasonable and necessary transportation expenses in obtaining authorized medical services and treatment by submitting a completed Form OWCP 957 to the OWCP. Generally, a reasonable distance of travel up to a roundtrip distance of 100 miles is permitted.”

2. The first paragraph in the section titled *Leave Buy Back* will be revised as follows:

An employee who sustains a job-related disability may use sick or annual leave or both to avoid interruption of income. If the employee uses leave during a period of disability caused by an occupational disease or illness, and a claim for compensation is approved, the employee may, with the approval of the USPS, “buy back” the used leave and have it recredited to the employee’s account.

If the employee uses leave during a period of disability caused by a traumatic injury and a claim is approved by the OWCP district office, the employee may buy back leave taken after the 45-day COP period. The employee may not repurchase leave taken during the 45-day COP period unless the employee was not entitled to receive COP.

3. The statement regarding indebtedness found in the *Benefits* section within *Leave Buy Back* will be revised as follows:

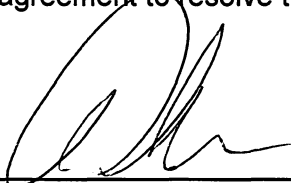
"All indebtedness related to your request to buy back leave for your accepted claim must be paid to the Postal Service before any leave is credited."

4. The phrase "The FECA outlines the term 'physician' to be a licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.)" on page one of the documents will be replaced with the following:

"The term 'physician' includes surgeons, podiatrists, dentists, clinical psychologists, optometrists, osteopathic practitioners, and chiropractors within the scope of their practice as defined by State law."

Any grievance held for this case will, as appropriate, either be resolved or remanded to the step of the grievance procedure where the case(s) was held and processed consistent with the above understanding in accordance with Article 15 of the National Agreement.

Please sign and return the enclosed copy of this decision as acknowledgment of your agreement to resolve this case.



Alan S. Moore
Manager, Labor Relations
Policy and Programs
Labor Relations
U.S. Postal Service



Fredric V. Rolando
President
National Association of Letter
Carriers, AFL-CIO

Date: 9-4-15