



THE



100 YEARS OF DELIVERING FOR AMERICA

# MAIL CALL

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11



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## PRESIDENT'S REPORT By CALVIN BROOKINS

### On the job injuries:

Several letter carriers are injured on the job, and get stuck with the postal service doctor at Healthline or some other doctor that the postal service has hired as their doctor of record. I am going to give you some information that may help in case your are injured while working.

Employee and Labor Relations Manual Section 543.12 states that a medical officer may provide initial medical treatment if:

- a. "Employees accept such treatment of their own free will".
- b. "Treatment complies with EL-806, Health and Medical Service, and with OWCP regulations and Directives".

This means that a postal or contract physician can treat an injured employee only if the employee agrees.

### ELM Section 543.13 states:

"A first aid case is normally any work related minor injury that receives immediate and one-time treatment by the postal medical officer, private physician, contract physician, or health unit nurse. However, two visits may be necessary when a second visit is a follow-up of a minor injury to confirm that the employee has fully recovered".

This provision allows a choice of the injured employee's private physician to treat the on-the-job injury. Remember, if a treating physician treats an injured employee twice, they then become the doctor of record. Only the doctor of record receives continued payment of medical expenses by OWCP. Furthermore, only OWCP can authorize a change in the doctor of record.

### ELM Section 543.141

"An employee needing emergency treatment in addition to first aid must be sent to the nearest available physician or hospital or to a physician or hospital chosen by the employee or the employee's representative. The FECA guarantees the employee the right to a free choice of physician. The physician who provides emergency treatment

is not considered the employee's initial choice of physician for follow-up medical treatments".

This provision establishes the right of the employee, or the employee's representative, to the choice of physician or hospital. This provision also notes the choice of hospital. This is very important in that your preferred choice of treating physician may not be available at the time of injury. In that case, the injured employee would have the option of going to the emergency room or hospital of your choice.

It is important to remember that once an injured employee is treated a second time by the same physician or physician group, this establishes the doctor of record". In order to be covered by the Federal Employees Compensation Act (FECA), the injured employee must be treated by a "doctor of record". This is why it is so important that an injured employee establish the doctor of record of their choice.

### ELM Section 543.221 states:

"If non-emergency treatment of an injury or illness is required, the injured or ill employee may be treated by a physician of the employee's choice".

This provision gives the employee the right to choose the physician who will treat them and who will make any determinations on fitness for duty and medical limitations which arises out of the injury or illness.

It is very important that you understand your rights as an employee who has been injured on the job, and the importance of your right to choose the treating physician. This will insure that the doctor you choose will make medical decisions that are in the best interest of your well being and not in the interest of the postal service.

### In Unionism

**DON'T LET TIME  
RUN OUT !!!**



**SEND A CHECK TO  
COLCPE**

"The MailCall" is published monthly by "Heart of the Valley Branch 2462, NALC, 6910 Hayvenhurst Ave., Suite 101, Van Nuys, CA 91406 in the interest of and for the Letter Carriers of the Van Nuys Post Office and its Stations. ARTICLES FOR PUBLICATION MUST BE IN THE HANDS OF THE EDITOR AT THE CONCLUSION OF THE REGULAR BRANCH MEETING. ALL ARTICLES MUST BE TYPED OR ON COMPUTER DISK WITH SINGLE LINE SPACING. The Editor reserves the right to delete any article he deems necessary, improper, or unfit. All opinions expressed are those of the writer and are not necessarily those of the Editor or Branch 2462, NALC. The views expressed in this document are those of the author and do not necessarily represent the official views of the U.S. Postal Service. In the hopes that any material contained herein may be of benefit to your Branch and the goals of the NALC, permission is granted to copy and/or use any material in this publication with our best wishes.

## VICE-PRESIDENT'S REPORT

By Art Bocek

### Compensation for Permanent Effects of Injury, FECA.

Under Federal Employees Compensation Act, (FECA) a schedule of benefits for permanent impairment of certain members, functions and organs of the body such as the eye, arm, or kidney and for serious disfigurement of the head, face or neck. For example, an award of 160 weeks of compensation is payable for total loss of vision in one eye.

In addition, compensation for loss of earnings capacity may be paid if the employee is unable to resume regular work because of injury related disability. The compensation is paid on the basis of the difference between the employee's capacity to earn wages after an injury and the wages of the job he or she held when injured.

OWCP may arrange for vocational rehabilitation and provide a maintenance allowance not to exceed \$200.00 per month. A disabled participating in a OWCP - approved training or vocational rehabilitation program is paid at the compensation rate for total disability.

If the employee condition requires a constant attendant, an additional amount not to exceed \$1500.00 per month may be allowed

### Compensation for Death, FECA

If no child is eligible for benefits, the widow or widower's compensation is 50 % of the employee's pay at the time of death, if death was due to the employment-related injury or disease. If a child or children are eligible for benefits, the widow or widower is entitled to 45 % of the pay and each child is entitled to 15 %. If the children are the sole survivor, 40 % is paid for the first child and 15 % for each additional child to be shared equally. Other persons such as dependent parents, brothers, sisters, grandparents may also be entitled. Total compensations may not exceed 75 % of the employee's pay or the pay of the highest step for GS-15 of the General Schedule, except when such excess is created by authorized cost-of-living increases.

Compensation to an employee's surviving spouse terminates upon his or her death or remarriage. A widow or widower's benefits continue, however, if the marriage takes place after the age of 55. Awards to children, brothers, sister, grandchildren terminate at the age of 18, unless the dependent is capable of self-support or continues to be a full-time student at an accredited institution, he or she reaches the age of 23, or has completed four years of education beyond the high school level.

Burial expenses not to exceed \$ 800.00 are payable. Transportation of body to employee's former residence in the United States is provided where death occurs away from the employee's home station. In addition to any burial expenses or transportation cost, a \$ 200.00 allowance is paid for the administrative cost of terminating an employee's status with the Federal Government.

## ATTENDANCE CHART BRANCH MEETINGS

MONTH	J	F	M	A	M	J	J	A	S	O	N
MAIN OFFICE	5	6	5								
ENCINO	6	6	6								
CIVIC CENTER	1	2	1								
PANORAMA CITY	1	1	3								
SHERMAN OAKS	6	6	5								
SUN VALLEY	1	0	0								
TARZANA	1	1	0								
RETIREE'S	4	4	7								
<b>TOTAL</b>	<b>25</b>	<b>27</b>	<b>27</b>								

MEETING PLACE OF BRANCH 2462, NALC  
6910 HAYVENHURST AVE., SUITE 101  
VAN NUYS, CALIFORNIA

### NEXT MEETING

6:30 PM

**APRIL**

**2nd**

**"2002"**

DEADLINE DATE FOR THE NEXT  
ISSUE OF "THE MAIL CALL" IS

**April 2, 2002**

BRANCH OFFICE.....818-786-8505

### "RETIREE CORNER"

Our Breakfast Meeting will be held at Cocos Restaurant, 15701 Roscoe Blvd. (Just west of the 405 Freeway, across from Anheuser-Busch). It will begin at 09:00 AM. The date for the next 3 will be April 27, May 25, & June 22, 2002 (4th Saturday) So, please mark your calendar.....We hope to see you there.

Thank You  
**Frank Brash**

by  
**Shop Steward Terry Hall**  
**Van Nuys Main Office**

Article 16 of the National Agreement and Section 115 of the M-39, Supervision of Delivery Services, both define the fact that Management must have Just Cause to impose discipline. Arbitrators uniformly use the "seven tests of just cause" as defining this requirement that ultimately leads to whether Management has fulfilled its requirement to prove that the action was justified (Burden of Proof). The seven tests are:

1) NOTICE: did management give the employee forewarning of the consequences of actions that could lead to discipline?

2) REASONABLE RULE OR ORDER: was the rule or order reasonably related to the Employer's business in respect to efficiency, safety, and orderliness AND reasonable as to expectations thereof?

NOTE: Six unreasonable applications of reasonable rules:

- (1) application of the rule does NOT serve the purpose of the rule
- (2) rule is applied to employees in a discriminatory manner (BIG ONE)
- (3) rule is applied in an arbitrarily restrictive manner
- (4) discipline is imposed under a rule that has nothing to do with discipline
- (5) compliance with the rule is impossible
- (6) employees were "off the clock"

3) INVESTIGATION: did management BEFORE administering discipline to the employee make an effort to discover if in fact the employee violated or disobeyed a rule or order of management? (note: the employee has a right to see and address the evidence before management issues discipline-- "employee's day in court")

4) FAIR INVESTIGATION: was the employer's investigation conducted fairly and objectively? (done without bias, one-sidedness, or in a singular direction)

5) PROOF: did management in their investigation obtain substantial evidence that the employee was guilty as charged? (note: "as charged" means "as stated in charges")

6) EQUAL TREATMENT: employer has applied its rules, orders, and penalties evenhandedly and without discrimination to all employees? (note: "all employees" includes managers, supervisors, Postmasters, all crafts, and non-crafts---everyone in the employ of the employer) (also note: that the penalty is to be uniform across the board)

7) PENALTY: was the degree of discipline reasonably related to the seriousness of the employee's proven offense and to the record of the employee in their service to the employer?

simplified but they show you that there is a method whereby an investigation should address each and every factor to bring about a proper due process and application of said due process. In an investigation of issued discipline your representative should be analyzing each of the seven tests and thereby show that management has acted outside the scope of their authority as defined in Article 16 and the M-39 section 115. The representative (Union) should NOT be carrying out the investigation after the fact of issuance of discipline to prove management's case when management has obviously not done a proper investigation; to the contrary, the case should address and "cut to ribbons" management's failed conclusion by showing their failure to follow the SEVEN TESTS of JUST CAUSE and provide BURDEN of PROOF.

**FRAUDULENT INJURY FILING:**

Management is constantly accusing employees of falsifying injury claims by claiming an injury as on the job when in fact it was sustained outside of work. Management has been successful in many cases based on circumstantial evidence in removing employees for not reporting past injuries on their application and then referencing that past injury to a present on the job claim (note: management never cross references an off the job injury to the application submitted--very discriminatory and mercenary). Recent arbitration decisions have defined that you ARE NOT required to sign a medical release for Postal management to access any of your past medical; in fact, it is recommended you never do so for them or any of their agents (like the Postal Contract Doctor). Don't get me wrong as there is some fraud being perpetrated--somewhere below 5%. Another note of interest is that management never cross-references itself in any case (remember the seven tests?).

The funny thing is that management is an accessory to the fact of fraud in many cases as it is just as fraudulent to claim an injury as off the job when it in fact it occurred at work. This is a defrauding of your health insurance provider and you could not only loose your coverage (for yourself and possibly your family AND possibly forever with any provider) but be prosecuted for that criminal offense. And guess what, when your "nailed" management will deny any knowledge even though they talked you into it under threat of discipline or asked you to claim it outside of work. Remember your name is on the form either at work or with your own provider and that defines you as the "target" of any investigation of fraud--if it happened at work claim it as on the job, if it happened off work claim it with your provider. Protect yourself, not management's "budget". By the way: we always hear "it's not in the budget"; has management ever provided anyone with a copy of their budget and the balances thereof anytime they claim this?--NOT. So how do we know if they are truthful or not?

Remember truth is a singular item and its easy to remember a singular truth; but if you lie (like some people we know) many lies have to be created to cover the first lie and in there lies their ultimate claims of "I don't remember", "I don't recall", or the infamous contradictory statements from the same mouth--To quote an Arbitrator, "the testimony is not credible and is thrown out in its entirety".

Ask questions--learn.

# "THE MAIL CALL" BRANCH 2462, NALC

Steve Seyfried, Editor  
6910 Hayvenhurst Ave., # 101  
Van Nuys, CA 91406

Address Service Requested



## Branch Meeting Minutes

March 5, 2002

By  
Steve Seyfried, Secretary

The Meeting was held at the Branch 2462 Union Hall 6910 Hayvenhurst Ave, Van Nuys California. It was called to order by PRESIDENT CALVIN BROOKINS at 6:30p.m. The Pledge of Allegiance was led by SGT-AT-ARMS ROGER ASKEW

### MOMENT OF SILENCE

### ROLL CALL OF OFFICERS

**PRESENT**--BROOKINS, BOCEK, SEYFRIED, McCLINTON, JOHNSON, RATHBONE, HENRY, M. HALL, ASKEW, T. HALL, DONOHUE

**ABSENT**--NONE

**MINUTES ACCEPTED AS PRINTED IN MAILCALL WITH CORRECTIONS--MOTION TO ADJOURN MEETING AT 8:20 PM---M/S/F**

### CORRESPONDENCE READ

### APPLICATION FOR MEMBERSHIP

**CAROL POTOK--LASZLO JOSIA--JENNIFER JONES**

**BILLS READ MOTION TO PAY** M/S/C

### COMMITTEE REPORTS

TRUSTEES REPORT                      All is well  
RETIREES                                 7 Present On the Sick List

is ODIL SABBE we wish him a speedy recovery.

MBA--T. HALL                         No Report  
HBR--DONOHUE                        Branch received reim-

bursment check from National Safety & Health                      Meeting held  
District 6--McClinton                Meeting on 3/14 6:30 pm  
has been moved to Branch 24.

### FINANCIAL SECRETARY REPORT--JOHNSON

### TREASURERS REPORT--McCLINTON

COLCPE                                 \$ 556 currently in the fund  
VICE-PRESIDENT BOCEK               Picnic plans being gathered, a recommendation will be made at next meeting.  
PRESIDENT BROOKINS                 Bargaining on new contract has resumed, there has been some progress. Anthrax threat is still with us, be alert. Responses to the next of kin notices printed in last months MailCall are coming in. National Convention delegate credentials have been received and returned. Tarzana Station will be undergoing Route Inspections April 13 - 19th. There will be a class offered before the inspections take place. All Carriers at Tarzana will be notified as to the exact date and time of the class.

### OLD BUSINESS--REMOVE FROM THE TABLE

**MOTION**--Branch purchase a refurbished Kirby Vacuum through ART BOCEK. Cost not to exceed \$ 150                M/S/C

### EXECUTIVE BOARD REPORT READ NEW BUSINESS

MOTION--Any Delegate who attends the State Convention & qualifies for funds will receive no more than \$ 500

M/S/C

MOTION--All remaining convention funds will be divided equally among all Delegates who qualify for National Convention funds and attends the National Convention. No delegate shall receive more than \$ 1800.00

M/S/C

MOTION--Branch purchase 5 NALC, men's watches. Cost not to exceed \$ 400.00

M/S/C

MOTION--Branch donate \$ 100.00 to the Santa Clarita YMCA

M/S/C

MOTION--Branch hold 2002 Picnic at either Canoga Park DAV or Rancho San Antonio Boys Town in Chatsworth

M/S/F

MOTION--Branch purchase CD-ROM update on Arbitration & NALC Contract Materials CD Cost not to exceed \$ 100.00

M/S/C

UNDERLINED DENOTES UNANIMOUS VOTE

### COLCPE DRAWING

\$ 3     FRANK BRASH--RETIREE  
\$ 3     RICHARD REIMER--SHERMAN OAKS  
\$ 5     GLORIA HENRY--SHERMAN OAKS  
\$ 5     BOB ENZ--ENCINO

MEETING ADJOURNED 8:27 PM

## COLCPE DONATIONS

2002

February

GREG WEEKS ..... \$ 25

