

MAR 28 1977

Mr. Alfred K. May
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

Re: NALC Branch 704
Tucson, AZ
NC-W-6288/W-1644-76N

Dear Mr. May:

On January 18, 1977 we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

Article XIII specifically provides an opportunity for employees to request assignment to "light duty" on a temporary or permanent basis. Under the "General Policy Procedures" of this Article, the employer is obligated to extend every effort to reassign concerned employees, within their physical limitations, to perform available duties within the same craft or, if not possible, in another craft.

The fact that no specific types of assignments, number of assignments or hours of duty have not been negotiated locally within different crafts does not negate this responsibility of management.

It is our position that the posture in question in this case, that ". . . temporary light duty assignment between crafts may not be made absent any provision to that effect in the local memorandum of understanding", is inconsistent with the terms and conditions of Article XIII of the National Agreement and is not enforceable as Postal Service policy.

By copy of this letter, the postmaster is instructed that the provisions of Article XIII are to be complied with when effecting temporary or permanent light duty assignments, including crossing craft lines when necessary.

Sincerely,

{signed}

William E. Henry, Jr.
Labor Relations Department