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UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

February 7, 1983

Mr. Francis J. Conners
Vice President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: National Level Grievance
Washington, D.C.
H8N-NA-C-53

NALC Branch 945
Long Beach, California
H8N-5B-C-15367

Dear Mr. Conners:

On January 12, 1983, we met to discuss the above-captioned grievance at the national level under the provisions in Article 15, Section 2, Step 4, and Section 3.(d), of the National Agreement.

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

The union alleges that management discriminates against employees injured off duty in violation of Article 13 of the collective bargaining agreement when limited-duty assignments are granted preference over light-duty assignments.

While the Postal Service strives to accommodate all injured employees, its responsibilities toward employees injured on duty differ from its responsibilities toward employees whose

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injuries or illnesses are not job related. As outlined in Part 546, Employee and Labor Relations Manual, the Postal Service has certain legal obligations to employees with job related disabilities pursuant to 5 U.S.C. §8151 and Office of Personnel Management regulations. Article 21, Section 4, of the National Agreement acknowledges these legal obligations toward employees injured on the job and Article 13 recognizes the importance of attempting to accommodate employees whose injuries or illnesses are not job related. However, the statutory and regulatory responsibilities toward on-the-job injuries are obligatory in nature and given priority consideration when assigning ill or injured employees.

The provisions promulgated in Part 546 of the Employee and Labor Relations Manual for reemploying employees partially recovered from a compensable injury on duty were not intended to disadvantage employees who occupy assignments properly secured under the terms and conditions of the collective bargaining agreement. This includes employees occupying permanent or temporary light-duty assignments acquired under the provisions set forth in Article 13 of the National Agreement.

It is our position that these interpretations are consistent with the terms and conditions of the National Agreement.

Sincerely,


William E. Henry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department