

## UNITED STATES POSTAL SERVICE Labor Relations Department 475 L'Enfant Plaza, SW Washington, DC 20260-4100

March 9, 1988

Mr. Lawrence G. Hutchins Vice President National Assocition of Letter Carriers, AFL-CIO 100 Indiana Avenue, N.W. Washington, DC 20001-2197

> Re: R. Wenz Las Vegas, NV 89114-9998 H4N-5K-C 10972

Dear Mr. Hutchins:

Recently, a prearbitration discussion was held on the above referenced case. The issue in this case is whether management violated the National Agreement by changing the grievant's non-scheduled day while he was on limited duty.

During the discussion, it was mutually agreed that the following would represent full and complete settlement of this case:

- When an employee has partially overcome a disability and is available for assignement to limited duty, management may change the employee's regular work schedule in accordance with part 546.14 of the ELM, but only on a prospective basis. Management may not change the employee's regular work schedule retroactively.
- 2. The requirement set out in part 434.61 of the ELM and elsewhere, that employees be given notice of a temporary schedule change by Wednesday of the preceding service week does not apply to schedule changes for limited duty assignments pursuant to Part 546.14 of the ELM.

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> 3. Solely as remedy in the instant case, carrier Wenz will receive eight (8) hours pay at the overtime (1 1/2) rate.

Please sign and return the enclosed copy of this letter as your acknowledgement of agreement to settle case number H4N-5K-C 10972 and remove it from the pending national arbitration listing.

Sincerely,

Stephen W. Furgeson

General Manager

Grievance and Arbitration Division

**Enclosure** 

Vice President

National Association of Letter Carriers, AFL-CIO