

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

September 30, 1983

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: Class Action
Baltimore, MD 21233
H1N-2D-C 6298

Dear Mr. Overby:

On August 29, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether the local memorandum setting forth a policy regarding light duty assignments violates Article 13 of the National Agreement.

The facts in the case file indicate that the policy specifically includes a provision that "temporary light or limited duty assignments will be authorized . . . for a period not to exceed 6 months . . . [A]n extension for 1-3 months . . . may be permitted with medical certification."

During our discussion of this matter, we agreed to the following as a full settlement of this case:

The specific restrictions contained in the local memo that essentially preclude the authorization of a light duty assignment beyond 9 months is improper. Thus, any absolute language that limits the amount of time a light or limited duty will be authorized, without qualification, shall be stricken from the memo.

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

Sincerley,

Léslie Bayliss/

Labor Relations Department

Halline Overby

Assistant Secretary-Treasurer National Association of Letter Carriers, AFL-CIO