

LABOR RELATIONS



Mr. Vincent R. Sombrotto  
 President  
 National Association of Letter  
 Carriers, AFL-CIO  
 100 Indiana Avenue NW  
 Washington, DC 20001-2197

**RECEIVED**

JUN 16 1995

CONTRACT ADMINISTRATION  
 O.L.A.C. WASHINGTON, D.C.

Re: HON-5S-C 8772  
 M SOUTHARD  
 TUCSON AZ 85726

Dear Mr. Sombrotto:

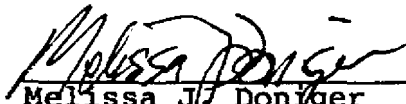
On several occasions, most recently April 17, 1995, I met with your representatives to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


During our discussion, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether or not an employee is permanently disabled and may therefore be removed from a duty assignment is an issue of fact that should be resolved on a case by case basis. We further agreed that, for purposes of removing an employee from a duty assignment, there is no predetermined period of disability after which an employee may be considered permanently disabled. Therefore, the award of Arbitrator Collins in H1C-NA-C 101 is not conclusive of the outcome of this case.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case to Step 3 for further processing consistent with the above understanding.

Time limits were extended by mutual consent.

Sincerely,

  
 Melissa J. Doniger  
 Grievance and Arbitration  
 Labor Relations

  
 Vincent R. Sombrotto  
 President  
 National Association of Letter  
 Carriers, AFL-CIO

Date: 6/29/95