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N.A.L.C. WASHINGTON, D.C.

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

Re: E94N-4E-C 98057013
Timmons, M.
Phoenix, AZ 85026-9511

Dear Mr. Sombrotto:

On August 14, 1998, I met with your representative to discuss the above-captioned grievance currently at the fourth step of our contractual grievance procedure.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case, with the following understanding (from the Snow award in Case Number H1C-5K-C 24191):

An inability to work **overtime** does not necessarily prohibit an employee from performing his or her normal assignment. Accordingly, such an individual working with such a restriction is not necessarily on "**light duty**." Employees restricted from working **overtime** may bid on and receive assignments for which they can perform a regular eight hour assignment.

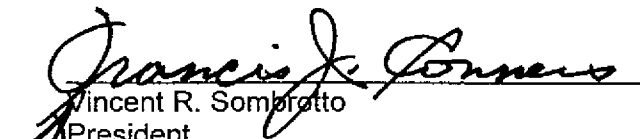
Accordingly, we agreed to remand this case to the parties at Step 3 for further processing or to be scheduled for arbitration, as appropriate.

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

Time limits were extended by mutual consent.

Sincerely,


Richard A. Murmer
Labor Relations Specialist
Grievance and Arbitration


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

Date: 10/22/98