

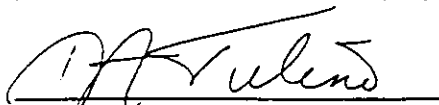
MEMORANDUM OF UNDERSTANDING

M-01434

The parties agree to resolve all outstanding issues with respect to the permanent reassignment of full-time letter carrier craft employees with job related injuries to the clerk craft as part-time flexible employees as follows:

1. The parties will jointly identify all full-time letter carrier craft employees who were reassigned to part-time flexible positions in the clerk craft following a job-related injury.
2. Each employee so identified will be paid thirty-five (\$35) dollars for each pay period that he/she was in part-time flexible status following his/her reassignment into the clerk craft. Such payment shall be subject to the appropriate payroll deductions.
3. Pending grievances with respect to the reassignment of any employee covered by this Memorandum shall be remanded to the local parties. The grievant's current medically defined work limitation tolerance (see ELM 546.611) shall be considered. Following such review:
 - (a) If the parties agree that there is adequate work within the Grievant's medically defined work limitation tolerance in the letter carrier craft, he/she shall be reassigned back as full-time regular employee with full retroactive carrier craft seniority.
 - (b) If the parties agree that there is not adequate work within the grievant's medically defined work limitation tolerance in the letter carrier craft, NALC will withdraw its request that the grievant be reinstated in the letter carrier craft.
 - (c) If the parties disagree, any disputes with respect to the grievant's medically defined work limitation tolerance and/or the availability of work within those limitations in the letter carrier craft, shall be arbitrated at the area level based upon the fact circumstances.
 - (d) Evaluation and/or reassignment of the grievant as agreed to in paragraphs a, b, and c above, must be consistent with ELM Section 546.

This represents a full and complete resolution of any and all grievances, complaints and/or appeals arising out of the reassignment into the clerk craft. This settlement is intended solely to resolve the dispute with respect to the reassignment of the employees identified in paragraph one above into the clerk craft and is otherwise not precedential and is with out prejudice to either party.



Doug A. Tulino
Manager
Labor Relations Policies and
Programs (NALC)
U.S. Postal Service

Date: 3/1/01



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

Date: 3/1/01