

LABOR RELATIONS


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OCT 8 2003

 CONTRACT ADMINISTRATION UNIT
 N.A.L.C. WASHINGTON, D.C.

Mr. William H. Young
 President
 National Association of Letter
 Carriers, AFL-CIO
 100 Indiana Avenue, NW
 Washington, DC 20001-2144

Re: H98N-4H-C 01216386
 De Jesus, G
 Saint Petersburg, FL 33730-9998

Dear Mr. Young:

Recently, our representatives met in prearbitration discussion of the above-referenced case.

The issue in this grievance is whether management violated Article 41.2.B.4 of the National Agreement, when a part-time flexible (PTF) city letter carrier was taken off a "hold-down" assignment to provide work to a full-time city letter carrier on limited duty.

After reviewing this matter, we mutually agree that no national interpretive issue is presented in this case. We agree to remand this case to Step B with the following understanding.

Full-time employees when on limited duty as a result of a job-related illness or injury, may "bump" a PTF on a "hold down" assignment (or portion of hold down assignment) only if the duties on the "hold down" assignment are included in the written/verbal (see ELM 545.32) limited duty assignment and there is no other work available to satisfy the terms of the limited duty assignment.

Consistent with page 41-13 of the Joint Contract Administration Manual the opt is not terminated the PTF is "bumped" on a day-to-day basis.

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

Time limits were extended by mutual consent.

Sincerely,

Doug A. Tulino
 Manager
 Labor Relations Policies
 and Programs

William H. Young
 President
 National Association of Letter
 Carriers, AFL-CIO