

M-01502

LABOR RELATIONS

**RECEIVED**

APR 22 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: B94N-4B-C 99258223
B94N-4B-C 99263745
Class Action
Manchester, NH 03103-9998

Dear Mr. Young:

Recently, our representatives met in prearbitration discussion of the above referenced grievances. After reviewing this matter, we mutually agree there is no interpretative issue presented.

The issue in these grievances is: When is it appropriate for disputes relative to an alleged on-the-job injury to be pursued through the grievance procedure including arbitration. The parties agree that the issue is addressed in the JCAM as indicated below.

We further agreed to remand these cases to the Dispute Resolution Team through the National Business Agent's office for resolution and application of the following excerpt from the February 2003 JCAM, page 15-1:

... most work related disputes may be pursued through the grievance/arbitration procedure. The language recognizes that most grievances will involve the National Agreement or a Local Memorandum of Understanding. Other types of disputes that may be handled with the grievance procedure may include:

Disputes concerning the rights of ill or injured employees, such as claims concerning fitness-for-duty exams, first aid treatment, compliance with the provisions of ELM Section 540 and other regulations concerning OWCP claims. Step Step 4 Settlement G90N-4G-C 95026885, January 28, 1997, M-01264. However, decisions of the Office of Workers' Compensation Programs (OWCP) are not grievable matters. OWCP has the exclusive authority to adjudicate compensation claims, and to determine the medical suitability of proposed limited duty assignments.

M-01502

Page 2 -- B94N-4B-C 99258223 & 99263745

Please sign and return the enclosed copy of this decision as acknowledgment of your agreement to remand these grievances, removing them from the national arbitration listing.

Sincerely,



Doug A. Tulino
Manager
Labor Relations Policies
and Programs



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

Date: 4/29/03

LABOR RELATIONS



RECEIVED

MAY 18 1998

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

Mr. William H. Young
Vice President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue
Washington, DC 20001-2196

RE: F94N-4F-C 96032816
WHITLEY, P.
SONOMA CA 95476-9998

Dear Mr. Young:

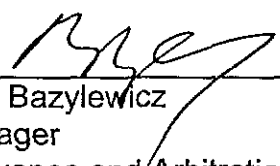
Recently, our representatives met in a pre-arbitration discussion of the above referenced case.

After reviewing the matter, it was mutually agreed that in the instant case there is no interpretive issue presented.

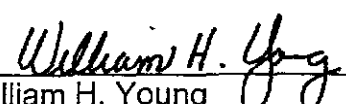
However, the parties agree that pursuant to Article 3, grievances are properly brought when management's actions are inconsistent with applicable laws and regulations.

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

Sincerely,



Pete Bazylewicz
Manager
Grievance and Arbitration



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

Date: 5/21/98

LABOR RELATIONS

**RECEIVED**

JAN 27 1997

**CONTRACT ADMINISTRATION UNIT
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: G90N-4G-C 95026885
Kurszewski, T.
G90N-4G-C 95026886
Starrett, D.
G90N-4G-C 95026887
Niewdach, D.
Little Rock, AR 72231-9511

Dear Mr. Sombrotto:

On January 10, 1997, I met with your representative to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these cases is whether management violated ELM Section 546.14 in moving the grievants' limited duty assignments.

During this discussion, we mutually agreed that no national interpretive issue was fairly presented. Accordingly, we agreed that the provisions of ELM 546.14 are enforceable through the provisions of the grievance/arbitration process. Whether an actual violation occurred is fact based and suitable for regular arbitration if unresolved.

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

Sincerely,

Paul A. Lyons
Labor Relations Specialist
Grievance and Arbitration

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

Date

1/28/97

M-1372



UNITED STATES
POSTAL SERVICE

RECEIVED

JAN 7 1999

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

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

Re: B94N-4B-C 97024116
Zandi B
Boston, MA 02205-9998

Dear Mr. Sombrotto:

On December 4, 1998 I met with your representative to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a regular arbitrator is bound by national awards.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.


We further agreed to the following, which is an excerpt from case # HIN-IJ-C 23247;

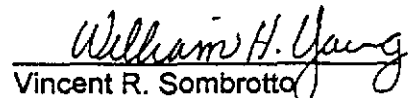
The whole purpose of the national arbitration scheme is to establish a level of definitive rulings on contract interpretation questions of general applicability. National decisions bind the regional arbitrations, and not the reverse.

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. Murner
Labor Relations Specialist
Grievance and Arbitration


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

Date: 1/13/99

LABOR RELATIONS

RECEIVED
**UNITED STATES
POSTAL SERVICE**

AUG 25 2005

RECEIVED
**EXEC. VICE PRESIDENT'S OFFICE
NALC HDQTRTS., WASHINGTON, D.C.**

August 19, 2005

AUG 24 2005

**OFFICE of the PRESIDENT
NALC HDQTRTS., WASHINGTON, D.C.**

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

Certified Mail Number:
7099 3400 0009 5111 7741

Dear Bill:

This is in response to your September 28 correspondence regarding Valley Stream, New York "Limited Duty Grievances" and whether they raise three interpretive issues pursuant to Article 15.2 Step B(e) of the National Agreement. The Postal Service does not believe the grievances raise any interpretive issues. The following is our response to the three concerns raised by the NALC.

First, the NALC is concerned that "...management appears to assert that it has no duty to provide limited duty to an injured letter carrier if the carrier cannot deliver mail, even though the employee is capable of performing casing and other letter carrier duties in the office."

The Postal Service makes no such assertion. The Postal Service may provide casing duty and other city letter carrier duties to city letter carriers suffering a job-related illness or injury when it is available within the employee's medical limitations on record. When this occurs, it does not preclude, based on medical documentation, the Postal Service from offering the employee a duty assignment the essential functions of which the employee can perform. All assignments will comply with the Employee and Labor Relations Manual (ELM) Section 546 and the Rehabilitation Act, if appropriate, based on individual circumstances.

Second, the NALC is concerned that "...it appears to be management's position that it has no duty to provide limited duty if available work within the employee's limitations is less than 8 hours per day or 40 hours per week."

The Postal Service makes no such assertion. The Postal Service may provide work of less than eight hours a day or forty hours a week to city letter carriers suffering a job-related illness or injury when it is available within the employee's medical limitations on record. When this occurs, it does not preclude, based on medical documentation, the Postal Service from offering the employee a duty assignment, the essential functions of which, the employee can perform. All assignments will comply with the Employee and Labor Relations Manual (ELM) Section 546 and the Rehabilitation Act, if appropriate, based on individual circumstances.

Third, the NALC is concerned that "...it appears to be management's position that there is no obligation to provide limited duty when the employee's treating physician indicates that the employee is unlikely to fully recover from the injury."

The Postal Service makes no such assertion. If an employee reaches maximum medical improvement and can no longer perform the essential functions of the city letter carrier position, the Postal Service is obligated to seek work in compliance with ELM Section 546 and, if applicable, the Rehabilitation Act.

We do not believe these issues to be interpretive, nor do we believe we have a dispute on the application of ELM Section 546 or the Rehabilitation Act.

If you wish to discuss this matter further, please contact Charles Baker at (202) 268-3832.

Sincerely,



A. J. Johnson
Acting Manager
Labor Relations Policies and Programs

- _____ **WHY**
- _____ **JW**
- _____ **GHM**
- _____ **JEB**
- _____ **JK**
- _____ **FVR**
- _____ **BEH**
- _____ **MW**
- _____ **THY**
- _____ **DTS**

M-01706

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

Re: Q01N-4Q-C-07190177
Class Action
Washington, DC 20260-4110

Dear Mr. Young:

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

This grievance was filed regarding the Postal Service's application of the National Reassessment Program (NRP). The grievance contained three issues. The first issue involves the Union's contention that through the NRP the Postal Service has implemented a new 'necessary work' standard for the creation and continuation of limited duty and rehabilitation assignments. The second issue involves the Union's contention that as part of the NRP the Postal Service has developed new criteria for assigning limited duty. The third issue concerned the potential impact of the NRP on employees assigned to light duty under Article 13 of the Agreement.

In resolution of these issues the parties agree as follows:

1. The NRP has not redefined or changed the Postal Service's obligation to provide limited duty or rehabilitation assignments for injured employees. The ELM 546 has not been amended and remains applicable to all pending grievances.
2. The Postal Service has not developed new criteria for assigning limited duty. Injured employees will continue to be assigned limited duty, in accordance with the requirements of ELM 546 and 5 C.F.R., Part 353.
3. Employees on existing non-workers' compensation light duty assignments made pursuant to Article 13 of the National Agreement will not normally be displaced solely to make new limited duty or rehabilitation assignments unless required by law or regulation. The foregoing sentence does not establish any guarantee of daily work hours for employees in a light duty assignment.

All grievances which have been held in abeyance will be processed in accordance with the foregoing.

This settlement is without prejudice to the right of the Postal Service to propose changes to ELM 546 in accordance with the Article 19 process.

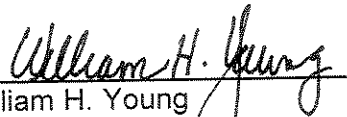
Please sign and return the enclosed copy of this settlement as your acknowledgment that this case is closed, removing it from the national arbitration docket.

Time limits were extended by mutual consent.

Sincerely,



Alan S. Moore
Manager, Labor Relations
Policy and Programs
U.S. Postal Service



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

Date: 6/18/2009