



UNITED STATES POSTAL SERVICE  
ROOM 9014  
475 L'ENFANT PLAZA SW  
WASHINGTON DC 20260-4100  
TEL (202) 268-3818  
FAX (202) 268-3074

L - 95.700

OFFICE OF THE  
ASSISTANT POSTMASTER GENERAL  
LABOR RELATIONS DEPARTMENT

JUL 19 1991

Mr. Steven R. Smith  
Director, Labor Relations  
National Rural Letter  
Carriers' Association  
4th Floor  
1630 Duke Street  
Alexandria, VA 22314-3465

Re: H7R-4L-C 28490  
Beckmeier  
Decatur IL 62521

Dear Mr. Smith:

On May 21, 1991, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement by utilizing a rural carrier in a limited duty status to work on her assigned rural route.

The grievant, who suffered an on-the-job injury on December 19, 1988, has worked in a number of limited duty assignments based on her medical restrictions. The latest duty assignment, carrying her rural route with a weight restriction, was based on her physician's completion of a duty status report after examining her on April 10, 1990.

The Union contends that a rural route is not a limited duty assignment and that if a leave replacement performs a portion of the work on the route, he or she should be paid the full evaluation. There is no contractual provision for providing auxiliary assistance to a regular rural carrier who is in a limited duty status.

While the Postal Service strives to accommodate all injured employees, its responsibilities towards employees injured on duty differ from its responsibilities toward employees whose injuries or illnesses are not job related. As outlined in Part 546, Employee & Labor Relations Manual, the Postal Service has certain legal obligations, to

Smith

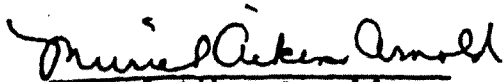
L - 95.700

employees with job related disabilities, pursuant to 5 U.S.C. Section 8151 and regulations promulgated by the Office of Personnel Management. Article 21, Section 5 of the USPS-NRLCA National Agreement acknowledges these legal obligations. The statutory and regulatory responsibilities toward on-the-job injuries are obligatory in nature and are given priority consideration when assigning ill or injured employees.

It is the position of the Postal Service, therefore, that the grievant was properly assigned to carry her own route within the medical limitations prescribed by her physician. Moreover, the parties have previously agreed in case NLR-5D-C 24519 (containing a similar issue) that "Due to the unusual nature of this circumstance . . . the work provided by the substitute rural carrier is analogous to providing auxiliary assistance. Thus, the substitute rural carrier shall be paid actual time for the work hours performed." In the absence of any contractual violation, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,

  
Muriel Aiken Arnold  
Grievance & Arbitration  
Division

Date ~~1111 19 1991~~