



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

**William Burrus**  
Executive Vice President  
(202) 842-4246

June 4, 1997

Dear Mr Bazylewicz:

Pursuant to the provisions of the national agreement this is to appeal to arbitration the parties dispute over the interpretation of Article 13 when employees request accommodation within their assigned duties. Your response of May 13, 1997 does not address the interpretive issue that is raised. As presented in the union's correspondence of April 1, 1997 the union interprets the contract as employee request for accommodation in their current duty assignment are not governed by request for light duty under Article 13.

In the facts given rise to this case, the employees were physically "able to perform their assigned duties" and their request for accommodation was governed by the Pregnancy Discrimination Act. It is only after the employer has determined that reasonable accommodation in the employees duty assignment cannot be made does further request by the employee for a "light duty" assignment fall under the provisions of Article 13 of the national agreement.

The union request that employees with temporary disabilities who have requested "reasonable accommodation" which have been denied based upon the unavailability of "light duty" assignments be made whole.

Sincerely,

  
William Burrus

Executive Vice President

Pete Bazylewicz, Manager  
Grievance & Arbitration  
Labor Relations  
475 L'Enfant Plaza, SW  
Washington, DC 20260

**National Executive Board**

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LABOR RELATIONS



May 13, 1997

Mr. William Burrus  
Executive Vice President  
American Postal Workers Union,  
AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Dear Bill:

This letter is in response to your correspondence dated April 1, 1997 concerning the application of Article 13, "Assignment of Ill or Injured Regular Workforce Employees". Specifically, you allege that management at the Memphis BMC has adopted a policy of denying employees the opportunity to work their bid assignments and considers their request for accommodation as a request for light duty. You have not provided any evidence that there is such a management policy at the Memphis BMC.

The Union interprets the provisions of Article 13 of the National Agreement as requiring the accommodation of employees in those circumstances within their present duty assignment.

Article 13.4(A), states clearly that every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental work force. There is no mention of requirement within their present duty assignment. Please specify the provision of the agreement that supports the Union's position.

If there are any questions concerning this matter, you may contact Barbara Phipps of my staff at (202) 268-3834.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Sgro".

Peter A. Sgro  
Acting Manager  
Contract Administration APWU/NPMHU



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

April 1, 1997

William Burrus  
Executive Vice President  
(202) 842-4246

Dear Mr. Scro:

Pursuant to the terms of the national agreement, this is to initiate a step 4 grievance over the interpretation of the employer's obligations under Article 13 the "Assignment of Ill or Injured Regular Workforce Employees". By previous letter I have attempted to obtain the employers interpretation of the national agreement in circumstances when employees are denied consideration for light duty. Your written response advises that it is not your intent to provide the employer's interpretation as applied to the cited circumstances.

**National Executive Board**

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It is apparent that you are not familiar with the provisions of Article 15, Section 4 of the national agreement which enables the union to initiate an issue at the national level to determine whether or not there is an interpretive dispute between the parties. As required by these provisions, following are the facts giving rise to the dispute and the precise interpretive issue to be decided.

Management at the Memphis BMC has adopted a policy of denying employees the opportunity to work their bid assignments and considers their request for accommodation as a request for light duty. This policy requires the employees to exhaust their 12 weeks of allotted Family and Medical Leave prior to their period of incapacity.

The circumstances giving rise to this inquiry are three pregnant employees who are physically capable of performing their assigned duties with accommodations normally applied to pregnancy. Local management has arbitrarily denied each request for accommodation, applying their circumstances as request for light duty.

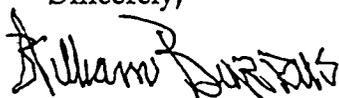
The union interprets the provisions of Article 13 of the national agreement as requiring the accommodation of employees in those circumstances within their

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present duty assignment. Such requests do not constitute request for temporary reassignment to light duty and the employer's decision is whether or not reasonable accommodations can be applied to the employees' circumstances.

Please respond to the employer's interpretation of Article 13 as applied to the above. Thank you for your attention to this matter.

Sincerely,



William Burrus

Executive Vice President

Peter Scro, Acting Manager  
USPS Labor Relations  
475 L'Enfant Plaza, SW  
Washington, DC 20260

WB:rb  
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