



UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, S.W.  
Washington, D.C. 20260

APR 11 1984

Mr. Gerald Anderson  
Assistant Director  
Clerk Craft Division  
American Postal Workers  
Union, AFL-CIO  
817 14th Street, N.W.  
Washington, D.C. 20005-3399

ARTICLE	13
SECTION	
SUBJECT	
LIGHT DUTY GUARANTEE	

Re: Lind  
Washington, D.C. 20013  
H1C-2D-C 5653

Dear Mr. Anderson:

On March 27, 1984, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the grievant a full-time regular employee is guaranteed eight hours of work while serving in a temporary light duty assignment.

The facts in this case indicate the grievant received a temporary light duty assignment in accordance with Article 13 of the National Agreement. On September 22, 1982, the grievant was sent home after completing one hour of duty due to insufficient work.

The Union contends that full-time employees in a temporary light duty assignment are entitled to eight hours of work or pay.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. Inasmuch as the Union declined mutual agreement in this regard, the following represents the decision of the Postal Service.

A simple review of the National Agreement by the Union would settle this matter as Article 13, Section 3 states, in pertinent part, as follows:

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"...B. Light duty assignments may be established from part-time hours, to consist of eight hours or less in a service day and 40 hours or less in a service week. The establishment of such assignment does not guarantee any hours to a part-time flexible employee..."

"C...The light duty employee's tour hours, work location and basic work week shall be those of the light duty assignment and the needs of the service, whether or not the same as for the employee's previous duty assignment..."

In addition, Section 4 of the same article states:

"...D. The reassignment of a full-time regular or part-time flexible employee under the provisions of this Article to an agreed-upon light duty temporary or permanent or other assignment within the office, such as type of assignment, area of assignment, hours of duty, etc. will be the decision of the installation head who will be guided by the examining physician's report, employee's ability to reach the place of employment and ability to perform the duties involved..."

In view of the above, it is obvious the remedy requested by the union is not contractually justified.

Further, the union has previously agreed "that there is no guaranteed amount of work hours for an employee in a light-duty assignment." This understanding was reached in a Step 4 decision dated May 26, 1983, for case H8C-4B-C 34570.

The contractual language and previous settlement clearly provide that management is not obligated under the provisions of Article 13 to provide a work hour guarantee for employees assigned to temporary light duty.

Based on the above considerations, the grievance is denied.

Sincerely,

  
Thomas J. Lang  
Labor Relations Department