

36



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

ARTICLE	13
SECTION	
SUBJECT	LIGHT DUTY
	REFUSED BY
	EMPLOYEE

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

MAY 6 1985

Re: D. Sourles
St. Paul, MN 55101
H1C-4C-C 36360

Dear Mr. Anderson:

On March 27, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management properly assigned grievant to light-duty outside of his regular assignment.

The facts in this case indicate that grievant elected to take sick leave, rather than work the assigned light duty.

The union contends that management is in violation of Article 13 of the National Agreement by assigning this particular light duty to grievant and should, therefore, reimburse the grievant for sick leave taken.

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, however, the following represents the decision of the Postal Service on the particular fact circumstances involved.

Our position is that the Postal Service is not in violation of the National Agreement. Proper procedures for light-duty assignment were followed in accordance with Article 13, Section 4. Therefore, the employee cannot be reimbursed for sick leave taken.