



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

ARTICLE	21
SECTION	
SUBJECT	FECA

DEC - 6 1984

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

Re: S. Schmidt
Wyandotte, MI 48192
EHC-4B-C 27424

Dear Mr. Barnett:

On September 24, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the grievant's right to Federal Employee Compensation Act (FECA) benefits.

After further review of this matter, we agreed that there was no national interpretive issue fairly presented as to the meaning and intent of Article 21 of the National Agreement. We further agreed that there has been no violation of the National Agreement in this case. The grievant's entitlement to FECA benefits will be determined by the Office of Workers' Compensation Programs.

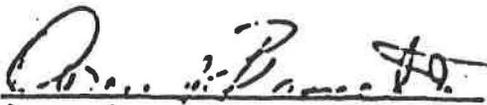
Accordingly, we agreed to close this case.

Please sign and return the enclosed copy of this decision as acknowledgment of our agreement to close this grievance.

Time limits were extended by mutual consent.

Sincerely,


A. S. Johnson
Labor Relations Department


Owen Barnett
Assistant Director
Maintenance Craft Division
American Postal Workers Union,
AFL-CIO



1982 10 28

UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

October 28, 1982

ARTICLE	21
SECTION	
SUBJECT	
REHAAS	

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

Re: Class Action
 New Port Richey, FL 33552
 H1C-3W-C-8241

Dear Mr. Anderson:

On September 28, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether management violates Articles 21 and 13 of the National Agreement by utilizing an employee who was reinstated under the Rehabilitation Program to perform certain duties in the cited office.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

It is the position of the USPS that the duty assignment of the rehabilitated employee was established under the provisions of the Rehabilitation Program. This program was agreed upon between the parties at the national level. The duty assignment in question is a combination of various duties that had been performed by several employees on an irregular basis. We believe that this assignment is fair and equitable.

Accordingly, management is not in violation of the National Agreement; therefore, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,


 A. Johnson
 Labor Relations Department