



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

September 19, 1973

Mr. Tony R. Huerta
Director of Appeals
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N. W.
Washington, D. C. 20001

Re: Francis C. O'Boyle
Philadelphia, PA
N-E-5032(143V2)/E-PHIL-431

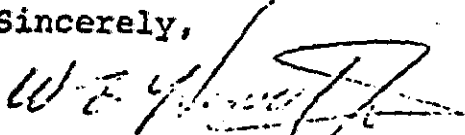
Dear Mr. Huerta:

On September 6, 1973, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you concerning this grievance, as well as the applicable contractual provisions, have been reviewed and given careful consideration. As a result of this review, we agree that Article XII of the National Agreement (Article XIII of POD 53, dated March 9, 1968) does not explicitly provide for the arbitrary permanent reassignment of ill or injured employees across craft lines against their wishes. Accordingly, the reassignment of the grievant in this case will be canceled and he will be restored to the rolls of the letter carrier craft, without loss of seniority.

As we discussed, the grievant has been determined, medically, to be physically unable to perform the duties of a letter carrier. As he has declined the opportunity to be permanently reassigned to duties which he can perform in another craft, the employer has no alternative, at this time, other than to consider his separation from the Postal Service for reasons of disability. However, he is not precluded from filing an application for disability retirement, if he should choose to do so.

Sincerely,


William E. Henry, Jr.
Labor Relations Department

Brief

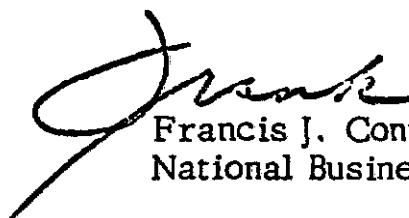
RE: Francis C. O'Boyle
Branch 157, Philadelphia, Pa
E-Phil-431
Philadelphia-115

The grievant was injured on duty in 1968 and applied for light duty which was granted. After a period of time management insisted that he change crafts. He declined. Subsequently, on May 26, 1973 he was arbitrarily reassigned from the carrier craft to the clerk craft. As a result he has suffered a loss of seniority.

Management contends they have the right to make such a reassignment by virtue of Article III of the Agreement and similar language in the Federal Personnel Manual, Chapter 10, Section 1001 E (2).

The union contends management does not have the right to arbitrarily reassign an injured employee from one craft to another. The grievant has not submitted a voluntary request for permanent reassignment in accordance with the provisions of Article XIII-B-2-a. The remedy is to reassign him to the carrier craft with no loss of seniority.

The management action violates Articles III, V, XII, XIII, XXII of the Agreement and Article V of the Local Memorandum of Understanding.


Francis J. Connors
National Business Agent