



SEP 17 1980

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20050

SEP 16 1980

ARTICLE	8
SECTION	8 B
SUBJECT	
<i>Supervisor</i>	
<i>Limited Duty</i>	

Mr. James Adams
Administrative Aide, Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: M. McClelland
Honolulu, HI
A8-W-0711/W8C5EC93444
APWU - 0711

Dear Mr. Adams:

This letter cancels and supersedes my decision dated July 1, 1980.

On June 9, 1980, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

We agreed that management should not reassign injured full-time regular employees who qualify for limited duty to a schedule of work days that would exceed what is normally contemplated by the terms of the National Agreement except under the provisions of Part 546.14 of the E&LR Manual. The failure of management to provide eight (8) hours of work per day when the injured employee is capable of working eight (8) hours per day is not considered, by itself, as sufficient reason to extend the number of days normally worked. As the record shows that the grievant in this case never worked a sixth day during her limited duty status, the issue of OT payment is considered moot.

It is further agreed that under the Privacy Act an employee or third party designated by him/her may not be denied access to any information filed or cross indexed under the employee's name except as specified in Part 313.61 of the E&LR Manual.