



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

October 25, 1983

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: Class Action
Wilkes-Barre, PA 18701
H1N-2B-C 7422

Dear Mr. Overby:

On September 20, 1983, 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 violated Article 17 of the National Agreement by involuntarily transferring the grievant to the Kingston Branch.

During our discussion, it was mutually agreed that the following would represent a full settlement of this case:

Under Article 17, Section 3, of the National Agreement, a certified steward "may not be involuntarily transferred to . . . another branch . . . unless" If the grievant has been serving as a steward in the main post office, and he is qualified for an assignment in that office, he shall not be transferred involuntarily to the Kingston Branch. Management may, however, take whatever action is appropriate and necessary, e.g., excessing of the junior full-time carrier, in order to provide the grievant with an assignment at the main office.

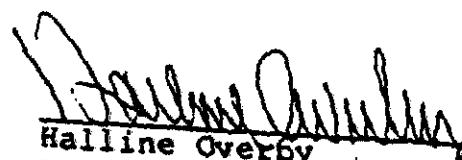
Mr. Halline Overby

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Please sign and return the enclosed copy of this letter as
your acknowledgment of agreement to settle this case.

Sincerely,


Leslie Bayliss
Labor Relations Department


Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO



UNITED STATES POSTAL SERVICE

Eastern Regional Office
Philadelphia, Pennsylvania 19107-0001

June 27, 1983

RECEIVED
JOHN W. O'SHEA
NALC

Mr. John O'Shea
National Business Agent, NALC
875 Greentree Road
Parkway Center West
Building #9 - Suite 124
Pittsburgh, PA 15220-3501

JUL 1 1983

RE: EIN-2B-C 7422
CLASS ACTION
Wilkes-Barre, PA 18701

Dear Mr. O'Shea:

On May 26, 1983, I met with your designee to discuss the above referenced grievance at Step 3 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.

The union contention that the named employee, who is a certified steward, was improperly reassigned to the Kingston Branch of the Wilkes-Barre, PA Post Office is erroneous based on the fact circumstances concerned. Upon certification as a steward, the employee was in the category of part-time available to work flexible hours as assigned by the employer during the course of a service week. Effective March 19, 1983, the subject employee was converted to a full-time position per the contractual provisions of Article 41, Section 2, 3, 6 of the National Agreement. Pursuant to the available duty assignments at that time, the employee was appropriately assigned to a full-time reserve letter carrier assignment at the Kingston Branch.

The Local Memorandum of Understanding currently in effect for the subject installation, provides that "a delivery unit (there) is considered to be Wilkes-Barre (main office) and Kingston (branch). That provision in the Local Agreement was negotiated in accordance with Article 41, Section 3, 6, of the National Agreement. Thus, the assignment of the named employee, notwithstanding (his) steward status did not violate Article 17, Section 3 of the National Agreement as contended. Rather, as explicitly explained in the Step 2 decision, the steward, as a result of the duty assignment occupied, was not denied the right to act in that capacity as provided in Article 17, Section 3 of the National Agreement, but would be accommodated in his steward role to perform thereunder.

Based on the above, we do not believe the U. S. Postal Service has breached the National Agreement. Therefore, this grievance is denied.

In our judgment, the grievance involves an interpretive issue pertaining to the National Agreement or a supplement thereto which may be of general application, and thus may only be appealed to Step 4 in accordance with the provisions of Article 15 of the National Agreement.

Very truly yours,


P.J. McCaughey
Eastern Region
Labor Relations

cc: DM, PM