



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

September 8, 1982

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

Re: Branch
Portland, OR 97208
H1N-5D-C-2156

Dear Mr. Overby:

On several occasions, the most recent being August 6, 1982, 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.

The question in this grievance is whether local management violated Article 41, Section 2.B, of the National Agreement when they posted and awarded the remainder of an available duty assignment to a full-time Reserve Letter Carrier, when the full-time Reserve Letter Carrier who had previously gained this assignment, through exercising her preference, went on scheduled annual leave within the duration period.

As final settlement in all matters relating to this dispute, the parties at the National level agree to the following:

Whereas the original opting employee went on vacation for five days or more within the original opting duration, the assignment should have been made available as a holddown to other employees during this absence. Upon return from the annual leave of five days or more, the employee who first opted for the vacancy should have been allowed to return to the holddown for completion of the original vacancy duration.

Please sign the attached copy of this decision as your acknowledgment of agreement to resolve this case.


Mr. Halline Overby


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Time limits were extended by mutual consent.

Sincerely,


Howard R. Carter
Labor Relations Department


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