

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

Mr. Joseph H. Johnson, Jr. Director, City Delivery National Association of Letter Carriers, AFL-CIO 100 Indiana Avenue, N.W. Washington, D.C. 20001-2197

AUG 17 1984

Re: Class Action

Delray Beach, FL 33444

H1N-3W-C 27825

Dear Mr. Johnson:

On several occasions, the most recent being August 8, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the 1981 National Agreement by converting the senior part-time flexible carrier to a regular position when the residual vacancy is available.

The facts in this case indicate that management posted vacant duty assignments for bid. After the posting and bidding process resulted in a residual vacant assignment, management then converted the senior PTF carrier to a regular position.

The union contends that under Article 7, management must maximize the number of full-time employees and minimize the number of part-time employees. Having delayed the conversion of a part-time flexible employee to full-time status, management has wrongfully circumvented its responsibility to provide maximum full-time employment in the carrier craft.

It is the position of the Postal Service that there is no provision in the National Agreement which requires management to convert a part-time flexible carrier to a full-time position before there is an available assignment to which the employee can be assigned.

Based upon the above considerations, this grievance is denied.

Mr. Joseph H. Johnson, Jr.

Time limits were extended by mutual consent.

Since gely,

Leslie Bayliss

Labor Relations Department