



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

AUG 1 1984

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

Re: Class Action
San Angelo, TX 76902
HIN-3A-C 30742

Dear Mr. Johnson:

On April 5, 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 District management instructions requiring letter carriers in this local office to wear ties through the end of February is inconsistent with the local Memorandum of Understanding which stipulates that the wearing of summer and winter uniform will be at the opting of the carrier.

We mutually agreed that this grievance does not fairly present an interpretive question. The national policy concerning the wearing of ties by letter carriers is contained in Parts 583 and 584, ELM. Part 584.8, ELM, specifically authorizes the head of an installation to determine when seasonal changes of uniform will take place. Whether or not the language of this LMU is inconsistent with the postmaster's decision making authority relative to the seasonal wearing of ties can only be determined by review of the fact circumstances, to include the context of the discussions leading to the 1981 LMU language, past practice, etc. Accordingly, this grievance is remanded to Step 3 for further processing.

Please sign and return the enclosed copy of this decision as acknowledgment of agreement to remand this case.

Mr. Joseph H. Johnson, Jr.

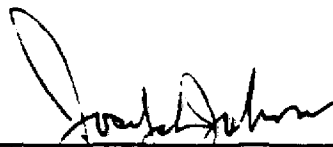
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Time limits were extended by mutual consent.

Sincerely,



Robert L. Eugene
Labor Relations Department



Joseph H. Johnson, Jr.
Director, City Delivery
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