

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

DEC - 5 1984

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

Re: P. Keegan Long Branch, NJ 07740 H1N-1N-C 23934

Dear Mr. Overby:

On October 31, 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 the grievant was improperly denied his request to bump a junior part-time flexible carrier who had been awarded a hold-down assignment under Article 41, Section 2.B., of the National Agreement.

After further review of this matter, we agreed that there was no national interpretive issue fairly presented as to the meaning and intent of Article 41 of the National Agreement. This is a local dispute over the application of Article 41, Section 2.B., of the National Agreement and the Memorandum of Understanding between the parties dated February 7, 1983, concerning the filling of hold-down assignments.

The parties at this level agree that once an employee has been assigned to a "hold-down" pursuant to the local procedures established in accord with the above-referenced memorandum, such employee should not be bumped from that assignment except to provide an 8-hour assignment to a full-time regular employee who would otherwise be insufficiently employed.

Accordingly, we agreed to remand this case to Step 3 for further consideration by the parties.

Mr. Halline Overby

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

Time limits were extended by mutual consent.

Sincerely,

LesTie Bayliss Labor Relations Department Halline Overby

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