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MAR 22 1985

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  
Schenectady, NY 12301  
H1N-1Q-C 37157

Dear Mr. Overby:

On February 27, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether employees in full-time flexible positions, created pursuant to the Maximization Memorandum between the parties, may be involuntarily assigned to residual assignments under the provisions of Article 41, Section 1.A.7.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. The parties agree that the intent of the memorandum provides that full-time flexibles have specific duty assignments with flexible reporting time, flexible nonscheduled days and flexible reporting locations depending upon operational requirements as established on the preceding Wednesday. Thus, it is not intended that these individuals be "classified" as unassigned regulars and assigned to vacant duty assignments pursuant to Article 41, Section 1.A.7.

Accordingly, as we further agreed, this case is hereby remanded to Step 3 for further consideration by the parties.

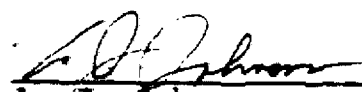
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.


Mr. Halline Overby

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Time limits were extended by mutual consent.

Sincerely,

  
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A. J. Johnson  
Labor Relations Department

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