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

NOV 25 1980

Mr. Ronald L. Hughes  
Assistant Secretary-Treasurer  
National Association of Letter Carriers, AFL-CIO  
100 Indiana Avenue, NW  
Washington, DC 20001

Re: Class Action  
Tonawanda, NY 14150  
H8N2WC7259

Dear Mr. Hughes:

On November 19, 1980, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

The question raised in this grievance involves whether management violated Article XLI, Section 2B4, of the National Agreement by not allowing a part-time flexible carrier, while in a probationary employment status, to exercise preference rights for a hold-down duty assignment.

In this instant case, the evidence on file which indicates that the part-time flexible carrier in question was serving an employment probationary period is not in dispute. Therefore, since the above-cited contractual reference provides for preferences for part-time flexible carriers with seniority rights, and since probationary employees are without seniority rights, although retroactively computed, until satisfactory completion of ninety (90) days of employment, it is our position that management did not violate the National Agreement.

Accordingly, this grievance is denied.

Sincerely,

  
James M. Baker  
Labor Relations Department