

M-00769

UNITED STATES POSTAL SERVICE
4750 Eriant Plaza, NW
Washington, DC 20060
July 1, 1981

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO
190 Indiana Avenue, NW
Washington, DC 20001

Re: NALC Branch
Laguna Hills, CA 92653
H8N-5G-D-15754

Dear Mr. Overby:

On April 7, 1981, 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 under the terms of the National Agreement, management has the contractual right to post the bid assignment of a carrier who is under removal charges before the exhaustion of appeal procedures filed in his behalf.

The Union alleges violations of Article XV and XVI and request that under the circumstances described above that management hold such positions pending adjudication of available appeal procedures or, if posted, add the stipulation that the route will still belong to the carrier if he is returned to duty.

Upon review of the referenced contractual provisions, it is our determination that management is not precluded from posting such positions; however, management recognizes that an employee who is discharged and who is subsequently returned to duty through the grievance arbitration procedure will be returned to the position that he held prior to

removal except when the parties agree otherwise or when the arbitrator returns an employee to a position other than that position which he held prior to the removal action.

Sincerely,

for: Howard R. Carter
Viki D. Maddox
Labor Relations Department