



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

October 29, 1987

Mr. Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue NW
Washington, DC 20001-2197

Re: S. Grider
Pine Bluff, AR 71601
H4N-3B-C 45621

S. Majors
Knoxville, TN 37901
H4N-3F-C 45541

Dear Mr. Hutchins:

On October 29, 1987, a prearbitration discussion was held between Thomas B. Newman and Keith Secular on the above-captioned cases.

These grievances involve the issue of full-time flexible employees bidding for holddown assignments under the provisions of Article 41.2.B.

The following was agreed to by the parties as full and final settlement of these grievances:

1. Full-time flexible letter carriers may exercise their preference by use of seniority for available craft duty assignments in accordance with the provisions of Article 41.2.B.3.
2. Notwithstanding the foregoing, if, prior to the exercise of his/her preference, a full-time flexible employee has been assigned a schedule for a service week by the preceeding Wednesday in accordance with the Article 7 Memorandum of Understanding dated February 3, 1981, then the employee shall remain in that assignment for the balance of the service week before assuming the opted-for assignment.

Mr. Lawrence Hutchins

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3. In no event shall the employee be prevented from assuming the opted-for assignment for a period of more than one week.

Please sign and return a copy of this letter as acknowledgement of your agreement to the above settlement and to withdraw these cases from the national arbitration listing.

Sincerely,

for *S. W. Furgeson*
Stephen W. Furgeson
Acting General Manager
Grievance and Arbitration
Division

Lawrence Hutchins
Lawrence Hutchins
Vice President
National Association of Letter
Carriers, AFL-CIO



M-00791

STANDARD GRIEVANCE FORM

DATE 12/16/86		BRANCH GRIEV NO 419-86-356		USPS NO	
USPS STEP 2 DESIGNEE (NAME & TITLE) Mr. Jim E. Curtis, SCM/Postmaster		INSTALLATION Knoxville, Tn. 37950		PHONE—OFFICE 558-4544	
FROM BRANCH NO 419		BUSINESS ADDRESS P. O. Box 1927, Knoxville, Tn. 37901-1927			
STEP 2 AUTHORIZED UNION REP David Lambdin, President		PHONE—OFFICE 521-8988		PHONE—OTHER	
STEP 1 MEETING: HELD ON (DATE/TIME)		BETWEEN USPS REPRESENTATIVE Gary Trevathan		AND GRIEVANT Jim Marshall	
GRIEVANT'S NAME (OR CLASS) Sam Majors		PHONE			
HOME ADDRESS 3123 Pacific Street		CITY Knoxville, Tn. 37917		STATE ZIP	
JOB CLASSIFICATION PTF/City Carrier		CRAFT SENIORITY DATE 11/24/86		USPS SENIORITY DATE	
STATION OR BRANCH GMF/ZONE 37919		SOCIAL SECURITY NO		DUTY HOURS	
OFF DAYS <input checked="" type="checkbox"/> ROTATING		SA SU M T W TH F		LEVEL 5 STEP 5 REG	
STEP 1: RENDERED ON (DATE/TIME) DECISION 12/06/86 (Denied)		BY (NAME & TITLE) Gary Trevathan, Supervisor		SUPERVISOR'S INITIALS (UPON REQUEST)	

PURSUANT TO ARTICLE XV OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 2. THE FOLLOWING GRIEVANCE.

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART & SECT) Art. 2 & 41, Sect. 2 LOCAL (ART. & SECT.)

OTHER GROUNDS

FACTS: WHAT HAPPENED: Grievant Majors bid on vacancy, Route 1910. Supervisor Trevathan informed Grievant Majors he could not bid on the route.

☐ ADDITIONAL SHEET ATTACHED

UNION CONTENTIONS: REASONS FOR GRIEVANCE Grievant Majors bid on the route in proper time before it was posted. Supervisor told Grievant he had to bid on route One (1) week ahead of time. Just another case of Supervisor making his own rules. All of this is in violation of Article 41, Section 2 as well as Article 2, the Grievants rights.

☐ ADDITIONAL SHEET ATTACHED

CORRECTIVE ACTION REQUESTED: Pay Grievant Sixteen (16) hours overtime.
Make Grievant whole

BRANCH PRESIDENT/DESIGNEE David Lambdin, President SIGNATURE



M-00791

RECEIVED
FEB - 9 1987UNITED STATES POSTAL SERVICE
Southern Regional Office
Memphis TN 38166-0200

N. A. L. C.

February 6, 1987

Mr. Ben Johnson
National Business Agent
National Association of Letter
Carriers, AFL-CIOSouthern Region Grievance
Appeal No. S4N-3P-C 45541
Dated: 1/20/87
Local No. 419-86-356Subject: Step 3 Grievance Decision: S. Majors
Knoxville, TN
Provision Allegedly Violated: 41-02-02

Dear Mr. Johnson:

This is to confirm the disposition of the subject Step 3 grievance appeal which was recently discussed.

Based on information presented and contained in the grievance file, the grievance is denied. There are no provisions for a full-time flexible to bid in accordance with the provisions of Article 41, Section 2.B.3., National Agreement.

The time limit for processing at Step 3 was extended by mutual consent.

In our judgement, the grievance involves an interpretive issue(s) pertaining to the National Agreement or a supplement thereto which may be of general application, and thus may only be appealed to Step 4 in accordance with the provisions of Article 15 of the National Agreement.

James Greason, Jr.
James Greason, Jr.
Labor Relations Division

cc: Postmaster, Knoxville, TN 37901-9998
Sectional Center Manager, Knoxville, TN