

FEB 10 1978

Mr. J. Joseph Vacca, President
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

Re: NC-NAT-6871
Washington, DC

Dear Mr. Vacca:

On September 14, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The NALC alleges that the U. S. Postal Service takes the position that "it has an obligation pursuant to Article VII, Section 3 of the 1975 National Agreement, to maximize the number of full-time employees in all postal installations by converting part-time flexible employees to full-time status only when there is evidence the same part-time flexible employe has been working the same eight hours within ten hours on the same five days each week on the assignment over a six month period."

The NALC contends that "the employer has an obligation to maximize the number of full-time employees at a postal installation by converting part-time flexible employees to full-time status whenever there exist available work to be performed eight hours within ten hours on 5 of 6 days in a service week over a six month period, notwithstanding how many different part-time flexible employees may have been performing such work over a six month period."

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Subject, Reading, Merrill
 ERD:JGM:jr 2/8/78

It appears that perhaps there is some misunderstanding as to the Postal Service's position relative to the application of Article VII, Section 3. The need to establish a full-time assignment is not determined exclusively by the third sentence of Article VII, Section 3. In other words, situations which might exist that would demonstrate a need for a full-time assignment are not limited to the circumstances set forth in the third sentence of Article VII, Section 3. The sentence states "A part-time flexible employee working eight hours within ten on the same five days of each week and the same assignment over a six month period will demonstrate the need for converting the assignment to a full-time position." This provision merely sets forth a particular factual situation, the occurrence of which is considered to indicate that a full-time position is feasible. This sentence clearly refers to the same part-time flexible working the same assignment for 8 hours within 10 hours in the same 5 days per week over a 6 month period.

This is not to say that there can not be other circumstances which might support the conclusion that a full-time position is warranted. However, whether such circumstances exist, will depend on the particular facts relevant to an individual office. This would include disputes as to whether various duties can be combined into a full-time assignment in a particular individual situation. Thus it involves a fact question and does not involve the interpretation of the National Agreement.

I believe the foregoing clarifies the position of the Postal Service with respect to the meaning of the application of Article VII, Section 3. After a careful reading of your letter of August 4, 1977 in the context of this clarification, it does not appear, as you allege, that a dispute exists regarding an interpretation of the National Agreement. Under the circumstances, we consider that the National Level Grievance referenced above is resolved.

Sincerely,

(Signed)

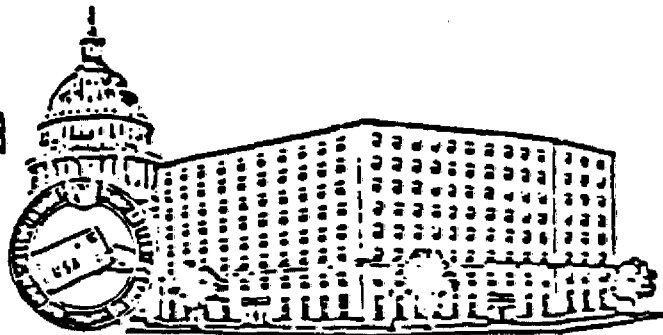
James G. Merrill
 General Manager
 Grievance Division
 Labor Relations Department

bcc: General Managers, LR - All Regions - *Sutherland*
 Directors & General Managers - LRD
 James C. Gildea
 James Braughton
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 of
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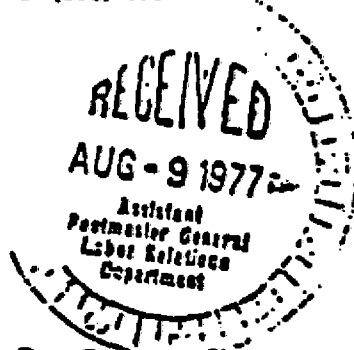


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M-00978

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August 4, 1977



NC-NAT-8871

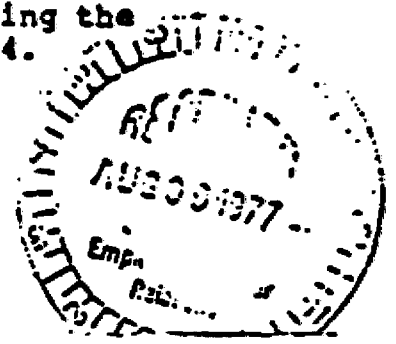
Mr. James V. P. Conway
 Senior Assistant Postmaster General
 Employee and Labor Relations
 United States Postal Service
 Washington, D.C. 20260

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Dear Mr. Conway:

It has come to my attention that Postal Service Management has taken the position that it has an obligation, pursuant to Article VII, Section 3, of the 1975 National Agreement, to maximize the number of full-time employees in all Postal installations by converting part-time flexible employees to full-time status only when there is evidence that the same part-time flexible employee has been working the same eight hours within ten hours on the same five days each week on the same assignment over a six-month period. NALC disagrees with that interpretation of Article VII, Section 3, and contends instead that the employer has an obligation to maximize the number of full-time employees at a Postal installation by converting part-time flexible employees to full-time status whenever there exists available work to be performed eight hours within ten hours on five of six days in a service week over a six-month period, notwithstanding how many different part-time flexible employees may have been performing such work over a six-month period. It is the position of the NALC that this question was resolved in 1974 during the discussions with Bill Henderson and the undersigned concerning the Step 4 grievance from Cleveland, Ohio, #NB-C-624.

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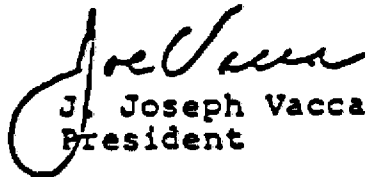


Office of Grievance & Arbitration

James V. P. Conway
August 4, 1977
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Based on the foregoing, I am forced to conclude that there exists "a dispute between the Union and the Employer as to the interpretation of [the] Agreement" within the meaning of Article XV, Section 2, last paragraph I, therefore, hereby institute that dispute as a grievance at the National level and request an immediate Step 4 meeting to attempt to resolve same.

Sincerely yours,


J. Joseph Vacca
President

TJV/eml
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