



Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue NW
Washington, DC 20001-2197

RECEIVED

DEC 21 1994

CONTRACT ADMINISTRATION UNIT
N.A.L.C. 2100, D.C.

RE: B90N-4B-C 93035026
CLASS ACTION
FRAMINGHAM MA 01701

Dear Mr. Sombrotto:

Recently, I met with your representative, William Young, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement by continuing to employ eleven transitional employees after December 1992. The union does not challenge the initial term of hire for the subject transitional employees which was based on the DSSA formula.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed that the December 21, 1992 Memorandum of Understanding (MOU) provided, in Items 2 and 3, as follows:

2. In lieu of the DSSA analysis provided in the January 16, 1992, NALC Transitional Employee (TE) arbitration award, the parties will use the impact formula contained in the September 21, 1992 Hempstead Memorandum of Understanding to determine the number of TE hours allowed in a delivery unit due to automation impact. All such TE's will be separated in a delivery unit when Delivery Point Sequencing (DPS) is on-line and operative.
3. The parties further agree that in offices (automation impacted or non-impacted) where the number of PTF conversions exceeds the number of TE's allowed under the above impact formula, additional TE's may be hired to replace such PTF attrition. All such TE's will be separated from the rolls by November 20, 1994.

Further, Item 5 of the MOU provides, in part, as follows:

If TE hours in a delivery unit exceed that allowed by paragraphs 2 and 3 above, management

must, no later than 3/1/93, either: (1) relocate TE's to another delivery unit to stay within the allowable limits; or (2) reduce work hours per TE, so as to stay within the allowable limits; or (3) remove excess TE's from the rolls.

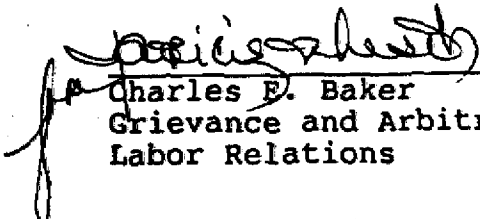
However, Revised Chapter 6 specifies on page 6 that "Section 5 of the December 21, 1992 memorandum does not require that management use the new Hempstead methodology to justify the retention of TE's hired under the old DSSA analysis."

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing or to be rescheduled for arbitration, as appropriate, consistent with the agreements cited above.

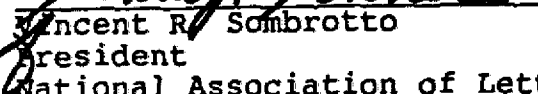
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,



Charles E. Baker
Grievance and Arbitration
Labor Relations



Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO

Date: 1/5/95