

LABOR RELATIONS



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DEC 19 2002

Mr. William H. Young  
 President  
 National Association of Letter  
 Carriers, AFL-CIO  
 100 Indiana Avenue, NW  
 Washington, DC 20001-2144

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

Re: C98N-4C-C 02070691  
 Class Action  
 Bradford, PA 16701-9998

Dear Mr. Young:


On November 6, I met with your representative to discuss the above-captioned case at the interpretive step of the grievance procedure.


After reviewing this matter, we mutually agree that no national interpretive issue is presented in this case. Time worked on an "occupied position" pursuant to article 41.2.B.4 of the National Agreement is subject to the maximization provisions of Article 7.3.C. If the office was under withholding at the time the triggering criteria was met, a full-time position should have been created pursuant to Article 7.3.C and the resulting residual vacancy should have been withheld pursuant to Article 12.5.B.2 of the National Agreement. We agree to remand this case to the Dispute Resolution Team, through the National Business Agent, for resolution in accordance with this guidance.

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

Time limits were extended by mutual consent.

Sincerely,

  
 \_\_\_\_\_  
 James T. Caputa  
 Labor Relations Specialist  
 Labor Relations Policies  
 and Programs

  
 \_\_\_\_\_  
 William H. Young  
 President  
 National Association of Letter  
 Carriers, AFL-CIO

Date: 12/20/02