

LABOR RELATIONS



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

Re: B01N-4B-C 05060834
 Passanisi, M
 Danvers, MA 01923-9998

Dear Mr. Young:

On several occasions our representatives met to discuss the above-referenced case at the Interpretive Step of the grievance procedure. Time limits were extended by mutual consent.

The parties mutually agree that no national interpretive issue is presented in this case. We further agree to remand this case to the parties at Step B through the National Business Agent for application of the following understanding:

Article 41.2.D.2 of the National Agreement provides that city letter carriers who enter the military shall not have their seniority broken or interrupted because of military service. This provision applies to city letter carriers restored in the same craft in the same installation after return from military service and to city letter carriers involuntarily returned after military service to the same craft in an installation other than the one they left. Such involuntary reassignment may only occur when a city letter carrier vacancy in the applicable regular work force category and type (e.g. full-time regular or part-time flexible, as appropriate) is not available in the home installation at the time of return. Whether such vacancy is available must be determined based on the individual facts of each case. Nothing in Article 41.2.D.2 supplants or diminishes any rights that an employee has under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

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

Sincerely,

Alan S. Moore
 A/Manager, Labor Relations
 Policy and Procedures
 Labor Relations
 U.S. Postal Service

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

Date: 3-12-07