

LABOR RELATIONS



March 31, 2014

Mr. Fredric V. Rolando
 President
 National Association of Letter
 Carriers, AFL-CIO
 100 Indiana Avenue, N.W.
 Washington, DC 20001-2144

Re: Q06N-4Q-C 10151541
 Class Action
 NALC 8319
 Washington, DC 20260-4100

Dear Mr. Rolando:

Recently our representatives met in prearbitration discussion of the above-referenced grievance.

The issue in this case is whether the maximization provisions of Article 7.3.C apply to time worked by a part-time flexible city letter carrier on an unoccupied duty assignment.

After reviewing this matter, the parties agree to the following:

Time worked on an "unoccupied position" pursuant to Article 41.2.B.4 of the National Agreement is subject to the maximization provisions of Article 7.3.C. However, if the office is under withholding at the time the triggering criteria is met, a full-time position will be created pursuant to Article 7.3.C and the resulting residual vacancy will be withheld pursuant to Article 12.5.B.2 of the National Agreement.

Additionally, we agree that the provisions of Article 7.3.C. will be applied to an uninterrupted temporary vacant duty assignment only once.

Any grievance currently held for this case will be discussed to determine whether any issues remain in dispute. Such cases will, as appropriate, either be closed or processed with this understanding in accordance with Article 15.Step B or Article 15.4.B.5.

Please sign and return the enclosed copy of this decision as acknowledgment of your agreement to settle this grievance and remove it from the national arbitration docket.

Sincerely,

Alan S. Moore
 Manager, Labor Relations
 Policy and Programs
 U. S. Postal Service

for

Fredric V. Rolando
 President
 National Association of Letter
 Carriers, AFL-CIO

Date 3/31/14