

Mr. Steven G. Raymer  
Director, Maintenance Division  
American Postal Workers Union, AFL-CIO  
1300 L Street, NW  
Washington, DC 20005-4128

RE: Q06T-4Q-C 09043295  
APWU HQT20086  
Class Action  
Washington, DC 20260-9998

Dear Mr. Raymer:

Recently, we met to discuss the above captioned grievance at the fourth step of our contractual grievance procedure.

The APWU initiated this national dispute upon referral of regional case J06T-1J-C 07327257.

The issue in this dispute is "Does an employee on a non-bargaining unit detail have to be returned to the craft for one continuous pay period prior to being eligible to accept a preferred duty assignment?"

After reviewing this matter the parties mutually agree that the following language describes the intent of the parties regarding application of Article 38.7.E as found in the 2006 Collective Bargaining Agreement (the references to "the first paragraph" and "the second paragraph" below are from the 2006 CBA Article 38.7.E).

An employee detailed to a non-bargaining unit position must return to the craft for a minimum of one continuous pay period to prevent circumvention of the intent of this provision. In the instance of the first paragraph, this circumvention provision must be met prior to the date of posting the award notice of successful applicant. In the instance of the second paragraph, this circumvention provision must begin prior to the end of four (4) months.

The above referenced regional case is returned to the field for resolution, including arbitration if necessary, in accordance with the above.

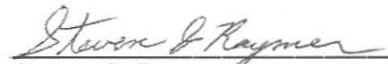
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement.

Time limits at Step 4 were extended by mutual consent.

Sincerely,



Terry C. LeFevre  
Labor Relations Specialist  
Contract Administration (APWU)



Steven G. Raymer  
Director, Maintenance Division  
American Postal Workers Union, AFL-CIO

Date: May 7, 2012