



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Entant Plaza, SW
Washington, DC 20260-4100

ARTICLE	37
SECTION	2 D 5
SUBJECT	LIMITED DUTY
NON-PRECEDENT	

Mr. Clifford Guffey
Assistant Director, Clerk Craft
American Postal Workers Union, AFL-CIO
1300 L Street, N.W.
Washington, D.C. 20005-4107

MAY 22 1987

Re: R. Nakahara
Hilo, HI 96720
H4C-5E-C 20138

Dear Mr. Guffey:


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

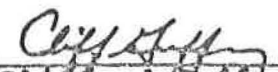
The issue in this grievance is whether management is required to convert a part-time flexible employee to full-time regular in a residual vacancy where the employee is in a limited duty status.

During our discussion, we mutually agreed that the grievant will be converted to full-time regular immediately upon receipt of this decision with seniority computed as of the initial day of employment. We further agreed that if the grievant believes that he has lost wages by not being converted on the date that he would have been converted had he not been injured, he may apply to OWCP for possible recovery of lost wages. Both parties agreed that this settlement was reached on a non-precedential, non-citable basis, without prejudice to the position of either party.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case and that it may not be cited in any future grievance arbitration or for any other purpose.

Sincerely,


Daniel A. Kahn
Grievance and Arbitration
Division


Clifford Guffey
Assistant Director
Clerk Craft Division
American Postal Workers Union,
AFL-CIO



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Labor Relations Department
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JUN 27 1989

ARTICLE	37
SECTION	2 D 5
SUBJECT	FULL TIME FLEXIBLE

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4107

Dear Bill:

This is in reference to my letter of April 24 which addressed maximization of part-time flexibles when full-time excessed employees have not exercised their retreat rights.

From reading your letter of March 28 and your subsequent telephone discussions with Harvey White of my staff, it is our understanding that your position is that employees who have been excessed from an installation under the provisions of Article 12 of the National Agreement, should be given an opportunity to retreat prior to converting a part-time flexible employee to full-time.

It is our position that an involuntarily reassigned full-time clerk retains the right to retreat, to the first vacancy in the same or lower salary level, in the craft or occupational group in the installation from which reassigned, provided that a written request was filed at the time of such reassignment. Excessed employees shall therefore have the right to retreat before part-time flexible employees are converted to full-time under the maximization procedures of the National Agreement.

Should you have any further questions regarding this matter, please contact Harvey White of my staff on 268-3831.

Sincerely,

Joseph J. Mahon, Jr.
Assistant Postmaster General