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UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

ARTICLE 37
SECTION 3 A 8
SUBJECT
1723

MAY - 2 1985

Mr. Joseph H. Johnson, Jr.
Director, City Delivery
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: Class Action
Madison, WI 53707
H1N-4J-C 31820

Dear Mr. Johnson:

On January 22, 1985, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance is whether management violated the National Agreement by utilizing a carrier craft employee as a 204(b) for part of a day.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. Management may utilize a craft employee in a 204(b) assignment for less than a full day. Under Article 41, management must provide the union with a copy of Form 1723 showing the approximate time(s) and date(s) of the detail. Any amendment to the form shall also be provided to the union.

Whether the employee alleged to be on a 204(b) status was improperly performing bargaining unit work is a factual dispute and can be determined by applying Arbitrator Bloch's award in case no. H1C-3A-C 15070 to the facts of this case.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.

Please sign and return a copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,

Leslie Bayliss
Labor Relations Department

Joseph H. Johnson, Jr.
Director, City Delivery
National Association of Letter Carriers, AFL-CIO