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

Mr. Robert L. Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: Local
Phoenix, AZ 85026
H4C-5K-C 3831

Dear Mr. Tunstall:

On October 31, 1985, and again on February 6, 1986, 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 violated the National Agreement by not placing the next senior qualified bidder in a position within the prescribed time.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a factual dispute suitable for regional determination by application of Article 37.3F(3) to the fact circumstances.

The parties at this level agree that "immediately after the end of the deferment period, the senior bidder then qualified shall be permanently assigned ..." in accordance with Article 37.3F(3). Those employees who were placed in new assignments after the prescribed time limit should be paid out-of-schedule premium for those hours worked between such time and the effective date of the new assignment.

Accordingly, we agreed to remand this case to the parties at Step 3 for application of the above language.

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

Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens

Muriel A. Aikens
Labor Relations Department

Robert L. Tunstall

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Assistant Director
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