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SEP 10 1994

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

Mr. Richard I. Wevodau Director Maintenance Craft Division American Postal Workers Union, AFL-CIO 817 14th Street, N.W. Washington, D.C. _20005-3399

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Re: P. Nelan

New Brunswick, NJ 08901 H1T-1N-C 32187

Dear Mr. Wevodau:

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On September 4, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether management violated the National Agreement by not promoting the grievant upon completion of Mark II training.

According to the grievance file, the grievant's promotion to MPE-: was withheld pending completion of two courses listed as requirements on the notice of intent. The courses were Mark II and MPLSM.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. Inasmuch as the union declined mutual agreement in this regard, however, the following represents the decision of the Postal Service on the particular fact circumstances involved.

In this case, we find no contractual violation. Management has determined that in order to be qualified for promotion to this particular assignment, employees must successfully complete Mark II, and MPLSM training. On review of the matter, we find no basis for interferring with that decision. Accordingly, the grievance is denied.

Sincerely,

Margaret H. Oliver Labor Relations Department