

UNITED STATES POSTAL SERVICE 475 L'Enfant Piaza, SW Washington, DC 20260-0001

March 28, 1986

Mr. Francis J. Conners
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

ARTICLE 12 SECTION SUPERVISOR BATURN TO A.U.

Dear Mr. Conners:

Recently you met with Steve Furgeson in prearbitration discussion of Case No. HlN-lE-C 35862, South Grafton, Massachusetts. The question in this grievance is whether management violated the National Agreement by not converting the grievant, a part-time flexible, to full-time status prior to the voluntary reassignment of a supervisor from another post office to the vacant craft position. In this situation, the supervisor had been away from a craft position for more than two years. Therefore, the parties agree that the Postmaster General's letter of April 6, 1979, concerning voluntary reassignments and transfers applies, wherein it states:

Full-time nonbargaining-unit employees will be reassigned into full-time positions unless the reassignment is to a vacant bargaining-unit position.

All employees reassigned to positions in the bargaining unit will have their seniority established in accordance with applicable collective-bargaining agreements.

The parties also agree to the following remedy:

- 1. Applying this criteria, the grievant will be placed in the bid position sought under this grievance and the incumbent will become an unassigned regular.
- 2. For the period beginning when the grievant would have been placed in the bid position, he will be compensated for the difference between his paid hours and forty (40) hours in any week in which he did not receive pay for forty (40) hours.