

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

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

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Re: J. Martin

Poughkeepsie "B" NY 12601

H1C-1Q-C 17507

Dear Mr. Anderson:

On January 3, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the grievant, a part-time flexible assigned to the Pond Eddy, New York, Post Office is entitled to work at the Poughkeepsie, New York, Post Office prior to utilizing the supplemental work force.

The union contends that management is obligated to utilize qualified and available part-time flexible employees from associate offices prior to utilizing casual employees.

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 this issue was previously adjudicated in arbitration, application rather than interpretation is required.

Therefore, the assignment of work to employees in the supplemental work force at the MSC office prior to using part-time flexible employees from the associate offices was consistent with Arbitrator Bloch's decision of case H8C-4J-C 34063.

Based upon the above considerations, this grievance is denied.