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UNITED STATES POSTAL SERVICE

:
:
CASE NO. AC-E-8432

and

AMERICAN POSTAL WORKERS UNION,
AFL-CIO

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ISSUED: August 3, 1977
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BACKGROUND

This grievance from the Scranton Post Office claims violation of the seniority rights of Level 2 Maintenance craft employees represented by the APWU because six Mail Handlers were assigned to fill Level 3 Maintenance craft assignments in May of 1976. 1

The basic facts are not in dispute. Until December of 1975 most of the work required to clean and maintain the various offices in the Scranton Main Post Office Building was performed on the second and third tours. Six Maintenance craft employees in Level 2 (2 Custodians and 4 Cleaners) were required for this purpose on Tour III. Their main function was to clean offices, on the upper floors of the building, which were occupied for the most part by non-postal tenants. In an effort to improve efficiency it was decided by Scranton Management that the cleaning and maintenance functions on Tour III should be transferred to Tour II, commencing at 6 a.m. 2

Announcement of this change appeared in a December 4, 1975 memorandum to all Laborer-Custodial employees, stating: 3

"All Custodial and Laborer-Custodial positions are being changed with the exception of the Position at West Scranton Station (W. Thomas) and the Parcel Post Annex (V. Cortese and E. Cooke). New positions and times including days off are being posted Friday, December 5, 1975.

"These new positions are for Labor-Custodial positions in PS-3. However, due to a freeze now existing on hiring and promotions, there will be no promotions from PS-2 level to PS-3 level. Therefore, only Labor-Custodial PS-3 may bid or be assigned to these positions. When the bidding by present Labor-Custodians PS-3 level is completed, PS-2 level Custodians will be granted a choice of the remaining positions and will be detailed to their choice position in accordance with their seniority.

"When detailed to the PS-3 level position, you will receive higher level pay for the time detailed to the positions."

Originally, Scranton Postmaster Thomas Quinn had intended to promote Level 2 Maintenance craft employees to fill any of the new Level 3 assignments which remained open (after preferential bidding among Level 3 Maintenance craft employees) and had so recommended to District Manager Brown. The latter, however, had replied:

"We have requested and received the recommendations of the Regional Maintenance Management Division regarding the custodial staffing of the Scranton Post Office.

"We concur with the recommendation that up to seven (7) Labor-Custodial positions, PS-3, are necessary for providing cleaning and custodial services to the General Post Office, Parcel Post Annex, Dunmore Station, West Side Station, and thirteen (13) tenant governmental agencies. We do not concur with your proposals, dated September 12 and 17, 1975, that custodians, PS-2 and cleaners, PS-2 be promoted to Labor-Custodial, PS-3, because these career vacancies must be available for your employees who will be excessed following activation of the Philadelphia Bulk Mail Center.

"You now have the option of offering the vacant Labor-Custodial and Elevator Operator positions to the potentially excess employees and of hiring casuals to replace the potentially excess employees, or the alternative of hiring casuals for the Labor-Custodial and Elevator Operator positions until the Bulk Mail Center is activated."

(Underscoring added.)

Article XXXVIII, Section 1-E-3 of the July 21, 1975 National Agreement defines a "duty assignment" as: "A set of duties and responsibilities within a recognized position regularly scheduled during specific hours of duty" (Under-scoring added). Article XXXVIII, Section 2, provides in relevant part:

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"Section 2. Posting

"A. In the maintenance craft all vacant duty assignments shall be filled as follows:

1. When a vacant or newly established duty assignment is to be filled, the Employer shall post for a period of 7 calendar days, a notice of intent that the duty assignment will be filled using the appropriate registers, except for newly established positions as defined in Article I, Section 5. Such positions shall be posted as they are created and assigned to the craft unit.
2. All vacant or newly established craft duty assignments shall be filled from a preferred assignment eligibility register established on the basis of assignment selection forms submitted by maintenance craft employees.
3. All vacant duty assignments shall be posted by notice of intent within 30 days from when vacancy occurs. If a duty assignment

has not been posted within 30 days, the installation head or his designee shall advise the Union in writing as to the reasons the duty assignment is being withheld.

4. If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reasons therefor.
5. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be reposted, by notice of intent. However, if the incumbent in the position has more seniority for the preferred assignment than the senior employee on the preferred eligibility register for those off days, he may remain in the duty assignment, if he so desires.
6. The determination of what constitutes a sufficient change of duties or principal assignment areas, to cause the duty assignment to be reposted shall be a subject of negotiations at the local level.
7. Any unassigned employee who fails to submit a preferred assignment selection form, or who fails to be awarded a duty assignment of his choosing may be assigned to any vacant duty assignment.

"B. Method of Selection

1. The Employer shall provide each employee with a preferred assignment selection form during the first pay period in January, and the employee shall return the completed form to the Employer not later than the end of the second pay period.
2. The employee shall indicate his or her preference for any vacancy that may occur during that year, including tours and days off.
3. Newly established or vacant duty assignments shall be filled by senior employees in the same salary level and occupational group as the vacancy where such employees are available.
4. When newly established positions as defined in Article I, Section 5, are created in an installation, the Employer shall post a notice on all official bulletin boards soliciting applicants. The notice shall be posted for ten (10) calendar days. Within thirty (30) days of the date of initial posting, the successful applicant shall be announced and placed in the position, except in the month of December.

"C. Promotion

1. The Employer shall establish a promotion eligibility register to be used for the purpose of filling craft vacancies where promotions are involved. Employees shall be listed on this register in order of qualifications, and all positions for promotion shall be awarded to the best qualified applicant, except those positions set forth in Section 1, E8 of this Article.
2. Lateral transfers, that is, transfers in the same level, but to a different occupational group shall be determined in the same manner as promotions.
3. When a part-time regular employee submits a preferred assignment form for a full-time regular position within his salary level and occupational group, he will be awarded the vacant duty assignment before promoting a full-time employee from a lower salary level and occupational group, or before any lateral transfer.
4. The Employer agrees to post on an appropriate bulletin board the registers of eligible employees."

In accordance with these provisions, the new Level 3 Laborer-Custodial assignments on Tour II were posted, but 6 vacancies remained unfilled after bidding pursuant to Article XXXVIII, Section 2-A and -B, as above quoted. Then, under date of December 17, 1975, the 6 Level 2 Custodial employees who had been working on Tour III received letters stating in relevant part: 6

"In accordance with your request and as agreed to by Local Management and the Local Presidents of the APWU and Maintenance Craft, you will be detailed to position #M-15 of the Maintenance Craft.

"Your detail to this position is caused by the failure of any regular Labor Custodians, Level 3, to bid this position and no Level 3 Labor Custodian is available for this position. Your former position as Custodian Level 2 on Tour 3 has been discontinued as outlined in my letter dated December 4, 1975.

"The effective date of your detail to position #M-15 is Saturday December 20, 1975."

Meanwhile the USPS Eastern Region, in developing its plan to open the new Bulk Mail Center in Philadelphia, had ascertained that Clerks and Mail Handlers in a number of Postal installations in the general area would be affected and probably reassigned. A "Labor Relations Program" describing the expected impact of the new facility upon personnel 7

represented by the APWU and the Mail Handlers was prepared and shown to Union representatives at a meeting on October 24, 1975. This Program, prepared primarily for internal Management use, included two particularly relevant passages. First:

"The Eastern Region has attempted to withhold the filling of vacancies in the regular work force in the BMC service area in order to minimize the number of mail handlers and clerks who may be reassigned. The Region will continue to make every reasonable effort in this regard and will periodically advise the union of its excess estimates."

And later on the same page:

"It is anticipated that excess mail handlers at Binghamton, Scranton, and Wilkes-Barre will be placed in vacancies in other crafts and/or installations in the local area."

The Program specifically noted that 6 Mail Handlers probably would be excessed at the Scranton Post Office. On May 5, 1976, indeed, 6 Mail Handlers at Scranton formally were reassigned to the Maintenance craft. These employees then were placed in the Level 3 Custodial positions which had been filled since December of 1975 by the former Level 2 Custodial employees, on detail, and the latter were returned

to the performance of Level 2 duties. The present grievance followed on May 10, 1976, protesting that the 6 Mail Handlers had been assigned to the Level 3 position without any bidding or opportunity to promote, and despite an earlier promise that the Grievants would be promoted when promotions became permissible. The final USPS answer to the grievance in Fourth Step declared that-- "Based on the evidence presented in this grievance, we find that the excess mail handler craft employees were properly reassigned to the maintenance craft." The case then was carried into arbitration.

In addition to those portions of Article XXXVIII already quoted above, the following provisions in Appendix A of the 1975 National Agreement, governing "Reassignments," appear to be relevant:

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"B. Principles and Requirements

1. Dislocation and inconvenience to full-time and part-time flexible employees shall be kept to the minimum consistent with the needs of the service.
2. The Regional Postmasters General shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned.
3. No employee shall be allowed to displace, or 'bump' another employee properly holding a position or duty assignment.

- "4. Unions affected shall be notified in advance (as much as six months whenever possible), such notification to be at the regional level, except under A4 above, which shall be at the local level.
5. Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, will be governed by the standardized Government travel regulations as set forth in Methods Handbook M-9, 'Travel'.
6. Any employee volunteering to accept reassignment to another craft or occupational group, another branch of the Postal Service, or another installation shall start a new period of seniority beginning with such assignment, except as provided herein.
7. Whenever changes in mail handling patterns are undertaken in an area including one or more postal installations with resultant successive reassignments of mail handlers from those installations to one or more central installations, the reassignment of mail handlers shall be treated as details for the first 180 days in order to prevent inequities in the seniority lists at the

gaining installations. The 180 days is computed from the date of the first detail of a mail handler to the central, consolidated or new installation in that specific planning program. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service in the regular work force in the same craft. Commencing with reassignments effected after June 1, 1976, the 180 day period above shall be reduced to 120 days.

8. In determining seniority of special delivery messengers who received career status under Civil Service Regulation 3.101, that period of continuous service as a special delivery messenger prior to attaining career status shall be included.
9. Whenever in this Agreement provision is made for reassignments, it is understood that any full-time or part-time flexible employee re-assigned must meet the qualification requirements of the position to which reassigned.
10. This Agreement does not apply to rural carriers, except as specifically stated herein.
11. It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position.

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"C. Special Provisions on Reassignments

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4. Reassignment Within an Installation of Employees Excess to the Needs of a Section
 - a. The identification of assignments comprising for this purpose a section shall be determined locally by local negotiations. If no sections are established immediately by local negotiations, the entire installation shall comprise the section.
 - b. Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft and occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available.
 - c. Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in his salary level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same

salary level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. His failure to exercise the option does not terminate his retreat rights in the salary level in which he was reassigned away from the section.

- d. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid of the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.
- e. A rural carrier becoming a city carrier upon the conversion of a rural route to city delivery shall permanently assume seniority one day junior to that of the junior full-time city carrier or shall retain his own seniority, whichever is lesser.

5. Reduction in the Number of Employees in an Installation Other than by Attrition

- a. Reassignments within installation. When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition, that installation:

- "(1) Shall determine by craft and occupational group the number of excess employees;
- (2) Shall, to the extent possible, minimize the impact on regular work force employees by separation of all casuals, postal assistants, seasonal assistants, etc.;
- (3) Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours;
- (4) Shall identify as excess the necessary number of junior full-time employees in the salary level, craft, and occupational group affected on an installation-wide basis within the installation; make re-assignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them (except as provided for letter carriers and special delivery messengers and vehicle service employees in Section C5b below) in the same or lower level with seniority, whichever is the lesser of:
 - (a) One day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
 - (b) the seniority he had in the craft from which reassigned. The 5 year rule does not apply."

(Underscoring added.)

CONTENTIONS

1. APWU

The APWU advances two basic arguments in support of the grievance. 10

First, it sees clear violation of Appendix A, Section I-B-3, because in May of 1976 the 6 Mail Handlers were permitted to "bump" the Maintenance craft employees who had been filling the 6 Laborer-Custodial assignments since December of 1975. The fact that the Grievants had not been promoted formally to the Level 3 position cannot control, says the Union, because they in fact were "assigned" to the position: under any realistic view they were "properly holding" this duty assignment for purposes of Appendix A, Section I-B-3, because they had been assigned to it in accordance with Article XXXVIII, Section 2-A-7, as earlier quoted. 11

Second, the APWU holds that the USPS lacked authority to assign the 6 Mail Handlers to vacant Maintenance craft positions when there were Maintenance craft employees who were entitled to fill such vacancies in accordance with their seniority rights. Its brief elaborates this argument as follows: 12

"It would appear that Mr. R. J. Brown exceeded the authority granted him under the contract when in his September 19, 1975 [letter] he granted the additional PS-3 Custodial-Laborer positions in Scranton, but would not allow the PS-2 maintenance craft employees to be promoted to the vacancies. The language of Appendix A simply does not allow this latitude to Management! There is no language that would have permitted not promoting the PS-2 maintenance employees to the PS-3 vacancies and then placing the mailhandlers into the PS-2 vacancies. In fact, the language of Appendix A, Section I.C.5.(4) addresses itself to this when it speaks of excessing employees from one craft to another in the same or lower level. (Emphasis added). There would have been no monetary loss to the mailhandlers in doing this since they were in a protected salary rate for two years.

"The writers of the contract, specifically Appendix A, certainly never envisioned a situation in which employees from one craft would be transferred to another craft to a vacant duty assignment thereby denying to lower level employees in that craft their normal avenue of promotion. Rather they envisioned promotion of lower level employees and then excessing into the residual vacancies."

2. USPS

The Service denies that Appendix A, Section I-B-3 can apply here since, in its view, the Grievants were not "properly holding" the Level 3 duty assignment in May of 1976. Instead, it says, they simply were "detailed" to the Tour II assignment at Level 3 and had been advised clearly that they were not to be promoted. While they also had been advised that their Level 2 position on Tour III had been "discontinued," no maintenance positions actually had been reverted and there had been no actual reduction in the maintenance complement. Indeed, 2 of the former Tour III Level 2 custodial employees had requested that they be returned to Level 2 duties for reasons of health, prior to May of 1976, and these requests had been granted. 13

As for the refusal to promote the Level 2 employees between December of 1975 and May 8, 1976, the Service relies upon the statement in Appendix A, Section I-B-2 that-- 14

"The Regional Postmasters General shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned."

Reserving the 6 Level 3 Custodial positions for Mail Handlers not only was pursuant to this requirement, but also was warranted by the need to minimize dislocation and inconvenience to the Mail Handlers as contemplated under Appendix 15

A, Section I-B-1. The USPS brief elaborates on this point in the following passage:

" ... Had the Postal Service done as the Union suggests and placed the mailhandlers in PS-2 positions after promoting the PS-2 maintenance employees into the PS-3 positions, the impact would not have been minimized. The reassigned mailhandlers will have their wage rate protected at PS-4 for two years after reassignment. Postal Manual Part 753.42. After that, their salaries will have to be reduced to the rate of lower level positions to which they might then be assigned. Thus, if any of the mailhandlers (PS-4) should be in the position of being unable to return to a level 4 position before May 1978 (two years after their reassignments to the maintenance craft,) their salaries in May 1978 would be reduced to that of a PS-3. However, if the Postal Service were to follow the Union's suggested course and reassign the mailhandlers into the PS-2 positions, in May 1978 their salaries would be reduced to that of a PS-2. Obviously, the impact on the reassigned mailhandlers is less under the Postal Service's method and in accord with the requirements of the National Agreement."

FINDINGS

Proper disposition of this case requires interpretation and application of relevant provisions in both Article XXXVIII and Appendix A of the 1975 National Agreement. 16

The present evidence leaves no doubt that the new Level 3 Laborer-Custodial assignments on Tour II initially were recognized by the Service as "vacant duty assignments" which thus were posted for bid pursuant to Article XXXVIII, Section 2-A-1 in December of 1975. To the extent that there were bidders in Level 3, the new vacant duty assignments then were filled pursuant to Article XXXVIII, Section 2-B. In the Maintenance craft, only employees "in the same salary level and occupational group" are entitled to consideration for preferential assignments under Sections 2-A-2 and 2-B-3 of Article XXXVIII. Section 2-C of Article XXXVIII then specifies that the remaining vacancies in the position shall be filled from within the craft, if a promotion is involved. Section 2-C-1 states: 17

"The Employer shall establish a promotion eligibility register to be used for the purpose of filling craft vacancies where promotions are involved. Employees shall be listed on this register in order of qualifications, and all positions for promotion shall be awarded to the best qualified applicant, except those positions set forth in Section 1, E8 of this Article."

(Underscoring added.)

This latter provision was not applied to promote qualified Grievants in the present instance only because the USPS District Manager had directed that the vacant duty assignments be held open for Scranton Mail Handlers who would have been reassigned when the Philadelphia Bulk Mail Center was activated.

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Had Article XXXVIII, Section 2-C-1 actually been applied in the interval between December of 1975 and May 8, 1976, those of the Grievants who were qualified (and who desired to promote) would have been promoted to fill the 6 vacant duty assignments in Level 3: Section 1-E-8 spells out that Custodial-Laborer positions in Level 3 "shall be filled on the basis of seniority (senior qualified) in accordance with the procedures established in Section II."

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Given this contractual framework, only a few words seem necessary as to the APWU argument that the Grievants were "properly holding" Level 3 Custodial assignments in May of 1976 because each (1) had been placed properly in a "vacant duty assignment" under Article XXXVIII, Section 2-A-7, and thus each (2) was "properly holding" such duty assignment so as to be protected from displacement therefrom under Appendix A, Section I-B-3. The clear fact is that the Service expressly had refrained from promoting Grievants to Level 3 in December of 1975 and had advised them that they were being "detailed" to the Level 3 assignments on Tour II.

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No grievance was filed to protest the advice that no promotions would be made at this time. Article XXV, Paragraph 5, of the National Agreement recognizes that employees may be detailed to fill a "temporarily vacant higher level position." A temporary "detail" can occur only when

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an employee is detailed from his or her regular duty assignment. Such an employee logically cannot "hold" the position to which temporarily detailed. If the present Union arguments under Article XXXVIII, Section 2-A-7 and Appendix A, Section I-B-3, were to prevail, therefore, it could be only on the basis that the "detailing" of Grievants to the Level 3 assignment for six months, so as to deprive them of a promotional opportunity, was unauthorized under the Agreement.

Thus the key issue here involves the USPS reliance on Appendix A, Section I-B-2. If this provision properly may be construed to authorize a refusal to apply seniority within the Maintenance craft (so as to promote lower level employees to fill a position above the entry level in that craft) then it would seem clear that the detailing of Grievants to the Level 3 Custodial position until it was filled by reassigned Mail Handlers was proper, and the grievance should be denied.

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The precise meaning of Appendix A, Section I-B-2 is by no means clear. It states only that Regional Postmasters General shall give "full consideration to withholding ... positions within the area ... for employees who may be involuntarily reassigned." This language imposes no clear mandate nor does it seek to define the types of "positions" which may be withheld. Further, it contains no suggestion that vacant positions may be "withheld" when employees already in the given craft have established seniority rights entitling them to promotion to fill such vacant positions.

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No evidence is available to indicate that the present narrow question ever has arisen before under this provision. Nor is there any suggestion that long established policy or practice can provide authoritative guidance as to its meaning. In such a situation it may be helpful to heed the thrust of other related portions of Appendix A. The immediately preceding sentence, in Section I-B-1, declares that--

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"Dislocation and inconvenience to full-time and part-time flexible employees shall be kept to the minimum consistent with the needs of the service."

Immediately following the disputed provision, one finds in Section I-B-3, that--

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"No employee shall be allowed to displace, or 'bump' another employee properly holding a position or duty assignment."

Still later, Section I-B-11 states:

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"It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position."

Finally, Appendix A, Section I-C-5-a-(4), under which the 6 Mail Handlers were reassigned in the present instance, contemplates [Paragraph (a)] that displaced employees will be placed--involuntarily--in vacant duty assignments in other crafts "in the same or lower level" with seniority which shall be no greater than--

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"One day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned."

Taken together these provisions reflect a major concern by the parties to assure that established seniority rights of all employees who may be affected under Appendix A shall be recognized, to the maximum extent feasible, while reassigning displaced employees from other sections or installations. Thus it seems fair to say that, when read as a whole, Appendix A does not contemplate that displaced excess employees from other crafts may be moved into Maintenance craft positions in such manner as to grant the transferees a preferred position over employees already holding positions in such craft.

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Here the 6 Mail Handlers were moved into the Laborer-Custodial position in Level 3 on the basis that these positions were "vacant" in May of 1976. But on whatever date these vacancies occurred, they clearly were subject to being filled within the Maintenance craft under Article XXXVIII, Section 2-C-1, before employees from another craft

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could be assigned to fill them. To rule otherwise would be to permit reassigned Mail Handlers to move into the Maintenance craft with seniority rights superior to those of full-time regular employees already holding lower level positions in the craft and entitled to promote. In short, the APWU correctly urges that employees from other crafts reassigned under Appendix A, Section I, properly may be reassigned only to residual vacancies, after all full-time regular employees in the Maintenance craft have had opportunity to promote in accordance with their seniority under Article XXXVIII.

The Service does suggest, it should be noted, that Appendix A, Section I-B-1 mandates that "dislocation and inconvenience to ... employees shall be kept to a minimum ..." and urges that by assigning Mail Handlers to the Level 3 position it was "satisfying its obligation to minimize the impact of the reassignments" in accordance with this provision. If the Union is upheld here, says the Service, then the reassigned Mail Handlers may have their salaries reduced to Level 2 in May of 1978, when the 2-year period of their earnings protection has expired.

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This argument assumes that the exhortation that employee dislocation and inconvenience "shall be kept to a minimum" applies only to protect excess employees from other crafts who must be reassigned. In the absence of any contrary indication, however, it necessarily must be inferred that this broad protective principle applies equally to all employees who may be involved in a situation of this sort. Here the Grievants suffered an immediate loss of earnings and seniority rights when they were deprived of the opportunity to promote to Level 3, while the 6 Mail Handlers

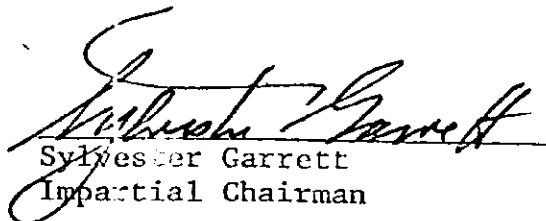
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continued to be compensated at Level 4. While it may be argued that some or all of the Mail Handlers may no longer be entitled to receive Level 4 after May of 1978, this is a speculative proposition at best. An obvious purpose of the 2-year period of earnings protection provided for such re-assigned employees is to provide time for them to exercise seniority rights to advance to higher level positions as vacancies occur. Moreover, any such employee is further protected in that he or she must be returned "to the craft from which he was reassigned" at the first opportunity, under Section I-C-5-a-(5).

In short, no overriding policy may be discerned in this provision to warrant the preferential treatment accorded the 6 Mail Handlers here, at the expense of the Grievants. 32

AWARD

The grievance is sustained. All Grievants who desired to promote to the Level 3 Laborer-Custodial position on May 5, 1976, and were qualified for such promotion, shall be deemed to have been promoted on that date in accordance with Article XXXVIII, Section 2-C-1. They also shall be made whole for any lost earnings accordingly. 33


Sylvester Garrett
Impartial Chairman