



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

CLERK DIVISION
APR 22 1986
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Mr. Gerald Anderson
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

APR 22 1986

ARTICLE	19
SECTION	ELM
SUBJECT	REHAB

Re: Class Action
Minneapolis, MN 55401
H4C-4C-C 10125

Dear Mr. Anderson:

On March 20, 1986, and again on April 15, 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 offering duty assignments in the clerk craft to former carriers under the provisions set forth in Part 540 of the ELM.

The union contends that management must post re-hab duty assignments first in the appropriate craft and that former employees must be returned to work only in residual vacancies.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. However, inasmuch as the union did not agree, the following represents the decision of the Postal Service on the particular fact circumstances involved.

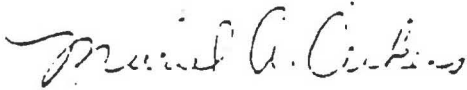
Pursuant to Part 546.212 of the ELM, a former employee will be offered reemployment in a residual vacancy, or may work as an unassigned regular or as a part-time flexible. No requirement exists for the placement of a former employee, under Part 540 of the ELM, into a residual vacancy. Such placement is one option that can be followed under Part 546.212. In the absence of any contractual obligation, this grievance is denied.

Mr. Gerald Anderson

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Time limits were extended by mutual consent.

Sincerely,



Muriel A. Aikens
Labor Relations Department