

*Let on
Denied High Level
Pay
Remanded*



ARTICLE 25 SECTION _____

SUBJECT _____

DISTRIBUTION BY LEVEL 4

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

RECEIVED
DEC 7 1987

Mr. Cliff J. Guffey
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

DEC 4 1987

Re: L. Brown
Oklahoma City, OK 73125
H4C-3T-C 44762

Dear Mr. Guffey:

On October 9, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether an employee on light duty is entitled to receive level 5 pay for performing distribution work.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This case is remanded for application of Article 25. An employee performing level 5 work must be paid at that level.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing including arbitration if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,

James E. Leahy
James E. Leahy
Grievance & Arbitration
Division

Cliff J. Guffey
Cliff J. Guffey
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO



P. 3-9-1055

NOV 10 1981

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

November 9, 1981

25
DISTRIBUTION
BY MAILHANDLER

Mr. Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N. W.
Washington, D.C. 20005

Dear Mr. Anderson:

On November 3, 1981, you met with Frank Dyer in pre-arbitration discussion of H8C-3W-C 13431. After a thorough discussion of the issue, it was mutually agreed that the following would represent a full settlement of the case:

1. In this instant case management upgraded four (4) mailhandlers to manual distribution due to unscheduled absences, the unavailability of replacements and heavy parcel post volume.
2. Based on the fact circumstances of this particular case, managements actions are not inconsistent with the National Agreement, as they relate to cross craft duty assignments and proper pay for work performed.
3. It is agreed that management will only utilize this procedure in an emergency situation in order to maintain the efficiency of operations and not in an attempt to circumvent the use of overtime.

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing H8C-3W-C 13431 from the pending national arbitration listing.

Sincerely,

Sherry S. Barber
Sherry S. Barber
General Manager
Arbitration Division
Office of Grievance
and Arbitration
Labor Relations Department

Gerald Anderson
Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union
AFL-CIO