



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW  
Washington, DC 20260

January 27, 1982

*See copy available*

Mr. Gerald Anderson  
Executive Aide, Clerk Craft  
American Postal Workers Union, AFL-CIO  
817 - 14th Street, NW  
Washington, DC 20005

Re: Class Action  
Independence, MO 64052  
H1C-4H-C-296

Dear Mr. Anderson:

On January 19, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure as set forth in Article 15, Section 2 of the National Agreement.

The question in this grievance is whether management violated Article 25 of the National Agreement, in that, local management did not change an employee's regular schedule in order for the employee to perform higher level duties.

It is our position that higher level bargaining unit work is to be performed by employees who are eligible, qualified and available from the craft in the immediate work area in which the temporarily vacant higher level position exists.

Since the fact circumstances indicate that the subject grievants were not eligible, available nor in the immediate work area, their non-selection was within the terms set forth in Article 25, Section 4.

Accordingly, management is not in violation of the National Agreement, therefore the grievance is denied.

Sincerely,

Harvey White  
Labor Relations Department



UNITED STATES POSTAL SERVICE  
 Labor Relations Department  
 475 L'Enfant Plaza, SW  
 Washington, DC 20260-4100

ARTICLE	25
SECTION	
DATE	
SSPC 7/27	

SEP 18 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

Re: Class Action  
 Colorado Springs, CO 80901  
 H4C-4E-C 31808

Dear Mr. Guffey:

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

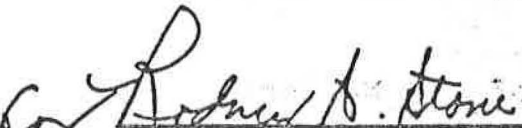
The issue in this grievance is whether the assignment of accountability for a stamp vending unit to a window technician is proper under contract language.

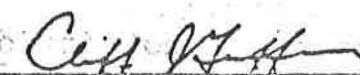
After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that this issue is proper for regional determination based upon application of appropriate provisions of the M-46 and M-74 Handbooks to the fact circumstances.

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.

Sincerely,

  
 Joseph W. Leahy, Jr.  
 Grievance & Arbitration  
 Division

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

James W. White  
 Labor Relations Department