



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20009

January 27, 1982

ARTICLE	25
SECTION	
SUBJECT	
WORK	
AREA	

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
HLC-4E-C-296

Dear Mr. Anderson:

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,

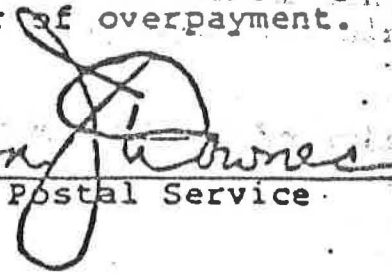
Harvey White
Labor Relations Department

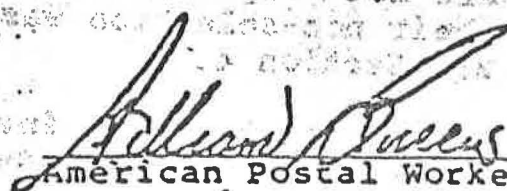
SUBJECT
WORK LOAD
SERVICE

The following agreement constitutes the full and final settlement of all grievances, at any step of the grievance-arbitration procedure, which relate to withholding advancement of level PS-3 clerks to level PS-5 as a result of the moratorium established in July 1979.

1. The advancement/relegation procedures applicable to clerk level determination, in effect prior to the moratorium of July 1979, will be reinstated on October 2, 1982. Employees on the rolls as of that date and who would have been advanced or relegated during the moratorium period will be advanced or relegated, as appropriate, pursuant to the reinstated procedures.
2. Those level PS-3 clerks presently on the rolls who would have advanced to level PS-5 during the moratorium period will be paid at the appropriate step of level PS-5 for all hours identified as hours which would have been paid at level PS-5 if the moratorium had not been in effect.
3. Those level PS-5 clerks presently on the rolls who would have been relegated to level PS-3 during the moratorium period will not be presented with a claim for return of overpayment of wages. The rate retention period for these relegated employees will commence on the date the relegation would have occurred, but for the moratorium, and will continue for two (2) years thereafter in accordance with ELM §421.5, Rate Retention Provisions.

This settlement shall be nonprecedential and shall not be relied upon or cited by either party in support of its position with respect to any other matters between the parties, including any other claims for back pay or for waiver of overpayment.


U. S. Postal Service


American Postal Workers Union

November 23, 1982

AMERICAN POSTAL WORKERS UNION