



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20000

October 1, 1982

ARTICLE	26
SECTION	
SUBJECT	UNIFORMS
DATE	

Mr. John A. Morgen
President, Clerk Craft
American Postal Workers Union, APL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: D. Rinehart
Little Rock, AR 72201
HLC-3P-C-7714

Dear Mr. Morgen:

September 22, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The question in this grievance is whether or not management violates Article 26 of the National Agreement as it concerns clothing allowances. The grievant contends that he has worked on an assignment for which a clothing allowance is authorized, but has not received one for over a year. He requests that he be paid a clothing allowance for time already worked under the clothing allowance program.

Part 585.11, of the Employee and Labor Relations Manual requires the following:

Allowances take effect on the earliest date an employee is required to wear the uniform. This date is known as the anniversary date.

The record in this case reveals the following:

1. The grievant bid into the clothing allowance program on September 6, 1980.

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2. He received his initial clothing allowance in October 1980.
3. He did not receive his yearly allowance in October 1981, although he was still in the program.
4. He bid to a position not covered by the clothing allowance program on November 27, 1981.
5. He was eligible for additional work clothes allowance only from October 1981 to November 1981.

Although it is acknowledged that a management delay prevented the grievant from receiving his allowance in a timely fashion, clothing allowances are not retroactively granted to employees no longer in the program. Generally, equity is served because employees do not reimburse the Postal Service when they bid out of the program after making purchases with the yearly allowance.

Accordingly, the grievance is denied.

Sincerely;



Robert L. Eugene
Labor Relations Department