110 V 3 0 1982

UNITED STATES POSTAL SERVICE 475 L'Enfant Plaza, SW Weshington, DC 20280 November 29, 1982



Mr. Gerald Anderson Assistant Director Clerk Division American Postal Workers Union, AFL-CIO 817 - 14th Street, N.W. Washington, D.C. 20005

M.32

Re: Class Action
Waco, TX 76703
B1C-3A-C-10249

Dear Mr. Anderson:

On November 4, 1982, we met to discuss the above-captioned prievance 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 raised in this grievance is whether management violated Article 32 of the 1981 National Agreement by staffing a contract station with non-bargaining unit personnel. The union contends that the station is a U.S. Postal Service facility and therefore the labor cannot be contracted to the public at the lowest bid.

Our review of the information provided did not disclose evidence of a contractual violation. Accordingly, the grievance is denied.

Sincerely,

Margaret H. Oliver

Labor Relations Department



## UNITED STATES POSTAL SERVICE 473 L'Eniant Pleza, SW Washington, DC 20280

JAN 11 1983

Mr. Gerald Anderson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005



Re: APWU - Local

Medford, OR. 97501

H1C-5D-C-6446

Dear Mr. Anderson:

On December 16, 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 management violated the 1981 National Agreement when 274 post office boxes were added to Contract Station \$3. The union contends that the action resulted in bargaining unit work being contracted out in violation of articles 1 and 32.

It is the position of the Postal Service that this grievance was untimely appealed to step 3 and is therefore denied.

As to merit, we find no contractual violation as the action taken was in accord with the provisions of POM, Section 211.12.

Sincerely,

Margaret H. Oliver

Labor Relations Department