

UNITED STATES POSTAL SERVICE 478 L'Extern Prate, SW Washington, DC 20203

Mr. Kenneth D. Wilson
Assistant Director
Clerk Craft Division
American Postal Workers Union,
AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

NOV 15 1984

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Re: Local

Eugene, OR 97401-9998 H1C-5D-C 25381

Dear Mr. Wilson:

On September 26, 1984, 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 disputed duty assignment was properly awarded to the junior employee.

The facts in this case indicate that the subject duty assignment has scheme and window training requirements. The senior bidder relinquished the bid assignment. There were no qualified bidders at the time the bid was relinquished. Management awarded the assignment to the next senior scheme qualified employee and placed the employee into window training.

The union contends that the next senior employee, regardless of qualifications, should have been placed in the duty assignment.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. Inasmuch as the union declined mutual agreement in this regard, the following represents the decision of the Postal Service.

It is the position of the Postal Service that management has met its contractual obligations set forth in Article 37 of the National Agreement. The subject assignment was properly posted and awarded. After the senior bidder relinquished the assignment management properly placed the employee in window training in accordance with Article 37, Section 3.F.3.

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