



UNITED STATES POSTAL SERVICE  
475 L'ENFANT PLAZA SW  
WASHINGTON DC 20260

**RECEIVED**

APR 15 1993

**N. E. REG. COORD. OFFICE**

Mr. William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Re: HOC-4A-C 16049  
CLASS ACTION  
ROCKFORD, IL 61125

Dear Mr. Burrus:

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

The issue in this grievance is whether transitional employees are entitled to higher level pay.

In this case, the grievants (TEs) were hired and assigned to Mail Processor, Level 4 positions. Periodically, the grievants are assigned to Distribution Clerk work, Level 5 and they are seeking higher level pay.

Transitional employees are not covered by Article 25, Higher Level Assignments and normally do not receive higher level pay. An exception to this provision is when a TE who is hired to fill a PTF vacancy, which requires specific skill training (LSM, FSM, SPBS), receives higher level pay only for time worked on the work assignment for which the TE has trained and qualified. Also, a TE hired to fill a duty assignment which has been withheld or held pending reversion will be paid for all work performed at the level of that duty assignment.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case to the parties at Step 3 for application of the TE agreement dated December 3, 1991.

Time limits were extended by mutual consent.

Sincerely,

Anthony J. Vegliante  
Manager  
Grievance and Arbitration  
Labor Relations

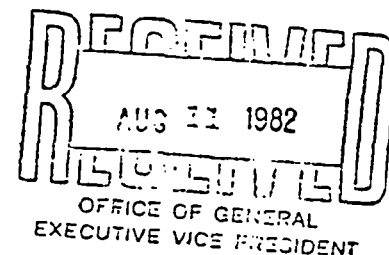
William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO

Date: 4-7-93



UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260

August 10, 1982



Mr. William Burrus  
General Executive Vice President  
American Postal Workers Union, AFL-CIO  
817 14th Street, N.W.  
Washington, D. C. 20005

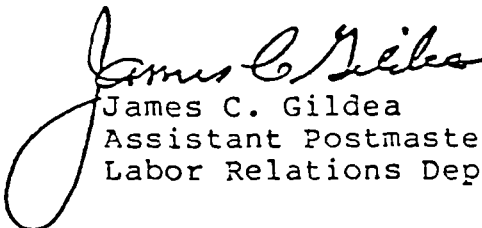
Dear Mr. Burrus:

This is in response to your letter which addresses the "apparent conflict between provisions of the National Agreement, F-21 Handbook and recent changes in Chapter 420 of the Employee and Labor Relations Manual" concerning long term higher level assignments.

Section 421.27 of the current F-21 Handbook concerning higher level assignments is in error; however, this error has been corrected in the revised F-21 which is now in print and should be ready for distribution within the next two or three weeks. The correction will appear under Section 421.25 of the revised F-21 Handbook and such correction will bring the F-21 into conformity with the labor agreement and Chapter 420 of the Employee and Labor Relations Manual.

A draft of the revised F-21 Handbook was sent to all the Unions on October 20, 1981. By letter dated December 10, 1981, to Mr. Gildea, Mr. Richards requested that a meeting be scheduled for the purpose of discussing the draft revision of the F-21 Handbook. On January 6, 1982, Mr. Robert Hubbell, a member of my staff, contacted Mr. Richards to establish a mutually convenient date for such a meeting. Mr. Richards, at that time, requested withholding the scheduling of a meeting but he would be in further contact with Mr. Hubbell to schedule a meeting date. Mr. Hubbell has not to this date heard from Mr. Richards.

Sincerely,

  
James C. Gildea  
Assistant Postmaster General  
Labor Relations Department



# American Postal Workers Union, AFL-CIO

817 Fourteenth Street, N.W. Washington, D.C. 20005 • (202) 842-4250

WILLIAM H. BURKE  
General Executive Vice President

July 2, 1981

Mr. James C. Gildea  
Assistant Postmaster General  
Labor Relations Department  
United States Postal Service  
475 L'Enfant Plaza, S.W.  
Washington, D.C. 20260

Dear Mr. Gildea:

Recent experiences have uncovered an apparent conflict between provisions of the National Agreement, F-21 Handbook and recent changes in Chapter 420 of the Employee and Labor Relations Manual.

Applicable provisions of Article 25, Section 5 are as follows:

"Long term shall mean an employee has been on an assignment or detail to the higher level position for a period of 30 consecutive workdays or longer at the time leave is taken and such assignment or detail to the higher level position is resumed upon return to work."

The F-21 provides:

"If a replacement is required for either a bargaining unit or a non-bargaining unit employee who is on leave from a higher level position, the higher level assignment for the absent employee is to be cancelled and leave is to be recorded on Form 1230-A (or 1230-B) timecard."

(underscoring added).

Chapter 420 reads:

"Long term temporary assignments (See 422.41b). These employees are entitled to approved annual and sick leave paid at the higher level rate for the full period of leave."

The basic question centers around eligibility for higher level pay for an employee on leave having served in a higher level position for "long term."

The Contract and Chapter 420 provide no restrictions on

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Southern Region

Mr. James C. Gildea  
U.S. Postal Service


July 2, 1981  
page 1

such payment provided that the employee has served in the position for the required period.

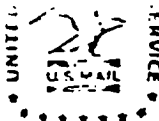
The American Postal Workers Union interprets the conflict provisions in favor of language contained in the National Agreement.

Please review and respond at your earliest convenience. I am available to discuss the issue and can be reached at 842-47

Sincerely,

  
William Burrus,  
General Executive Vice President

WB:mc



UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260-0001

RECEIVED  
SEP 30 1985  
AFWU  
CLERK DIVISION

SEP 27 1985

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

*[Handwritten signature]*  
ARTICLE 23  
SECTION \_\_\_\_\_  
SUBJECT 2.11

Re: Class Action  
Kenosha, WI 53141  
H4C-4J-C 2777

Dear Mr. Anderson:

On several occasions, the most recent being September 9, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether employees are entitled to level 6 pay for duties performed as on-the-job training instructors.

During our discussion, we mutually agreed that the following represents full settlement of this grievance:

Level 5 clerk craft employees who are utilized as on-the-job training instructors for new employees shall be compensated at the Level 6 rate for time actually spent on such job.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,

*[Handwritten signature]*  
Muriel Aikens  
Labor Relations Department

*[Handwritten signature]*  
Gerald Anderson  
Assistant Director  
Clerk Craft Division  
American Postal Workers Union,  
AFL-CIO