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

March 14, 1983

RECEIVED
MAR 18 1983
OFFICE OF
EXECUTIVE VICE PRESIDENT

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Mr. William Burrus:

This is in further regard to our discussion on February 15, concerning the qualification requirements for the Mail Distributor position (letter dated 11-23-82) and the application of Article 37, Section 3.A.9. of the USPS-APWU/NALC National Agreement, as it relates to the Mail Distributor (letter dated 12-22-82).

This letter will confirm our agreement concerning the need to meet all qualification requirements when bidding for Mail Distributor positions. With regard to the application of Article 37, Section 3.A.9., we do not agree with your interpretation that this provision confers bidding rights to Mail Distributor employees that have not been provided to other level 4 clerk craft employees.

Sincerely,

for John R. Mularski
Labor Relations Executive
Office of Programs & Policies
Labor Relations Department

American Postal Workers Union, AFL-CIO
817 Fourteenth Street N.W. Washington D.C. 20005 • (202) 842-4246

WILLIAM BURRUS
Executive Vice President

November 23, 1982

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:

The attached notice of instructions has been received by this office and I seek to determine if it represents the intent of postal headquarters. Paragraph #4 incorrectly applies provisions of the National Agreement at Article 37. Article 37, Section 2.D.a. and Article 37, Section 3.A.9. do not permit an unqualified employee bidding rights to a vacancy for which they have not previously qualified on the entrance examination. The entrance examination for Central Mark-up Automated is O/N 710 versus O/N 440 for the newly established position of Mail Distributor, PS-4. This qualification requirement is unaffected by provisions of Article 37, Section 3., F.3. and F.4. as such language refers to skill requirements only.

The American Postal Workers Union continues to insist that examination on O/N 440 is sufficient in determining levels of ability for all clerical positions not requiring specific skills, however examinations for lower level positions are not interchangeable and we request that the incorrect information contained in the attached be corrected at the earliest opportunity.

NATIONAL EXECUTIVE BOARD • MOE BILLER, President
WILLIAM BURRUS, Executive Vice President
DOUGLAS HOLBROOK, Secretary-Treasurer
JOHN A. MORGEN, Director Clerk Division
RICHARD I. WEVODAU, Director Maintenance Division
LEON S. HAWKINS, Director MVS Division
MIKE BENNER, Director SDM Division
JOHN P. RICHARDS, Industrial Relations Director
KEN LEINER, Director Mail Handler Division
REGIONAL COORDINATORS
RAYDELL R. MOORE, Western Region
JAMES P. WILLIAMS, Central Region
PHILIP C. FLEMMING, JR., Eastern Region
NEAL VACCARO, Northeastern Region
ARCHIE SAUNDERS, Southern Region

I am available to discuss this issue with members of your staff.

Sincerely,

William Burrus,
Executive Vice President

WB:mc

UNITED STATES POSTAL SERVICE
SOUTHERN REGIONAL OFFICE
Memphis, TN 38166

YOUR REF: SN220:WHenderson:ac

DATE: November 10, 1982

SUBJECT: PS-4, Mail Distribution Positions

TO:

All District Managers
Attention: DD/E&LR

All SCM/Postmasters
Attention: SCD/E&LR

This in in reference to Mr. Charters' letter dated November 5, 1982 concerning the authorization and filling of Mail Distribution Positions, PS-4.

There seems to be some confusion regarding how these positions are to be identified and filled. For clarification, the following steps, in order, should be taken to ensure proper implementation.

1. Identify existing non-scheme PS-5 Manual Distribtion positions. This should have been accomplished as of October 29, 1982 per instrctions from the districts.

2. The identified position should have been flagged and withheld per my instructions dated October 19, 1982.

3. The vacant non-scheme PS-5 Manual Distribution positions are to be reverted per Article 37.3.A.2 of the National Agreement. Remember, the local union president must be given the opportunity for input prior to reversion.

4. Establish Mail Distribution, PS-4, position and post for bid per Article 37, Section 3. Only full-time PS-4 clerks are eligible to bid PS-4 positions (See Article 37.2.D.a and Article 37.3.A.9). To be designated the senior qualified bidder, employees must successfully complete ecxamination O/N 440, non-competitively.

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

OCT 7 1980

ARTICLE 37
SECTION 1.D
SUBJECT

Mr. Don Johnson
Administrative Vice President, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU - Local
Santa Monica, CA
A8-W-0913/W8C3BC10741
APWU - 0913

Dear Mr. Johnson:

On September 18, 1980, we met with you 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.

We mutually agreed that Step 4 resolutions H8C3PC11670 and AC-NA-19191 are applicable in this case.

In full settlement of this grievance, it is agreed that employees will be required to submit only that information which is required on PS Form 1717 when indicating a desire to be considered for duty assignments which are filled on a senior qualified basis.

Please sign the enclosed copy of this letter as your acknowledgment of agreement to resolve this case.

Sincerely,

Robert L. Eugene
Labor Relations Department

Don Johnson
Administrative Vice President
Clerk Craft
American Postal Workers Union,
AFL-CIO

JAN 5 1984

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005-3399

Re: M. Biller
Washington, D.C. 20005
H1C-NA-C 78

Dear Mr. Burrus:

On November 23, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

This grievance involves the requirement that Distribution Clerks in Bulk Mail Centers pass the Strength and Stamina Test, Test No. 915.

During our discussion, we agreed to settle this case as follows:

1. We agreed that the strength and stamina test is not included in the qualification standards for Distribution clerks.

2. We also agreed that only when heavy lifting is a physical requirement unusual to the specific assignment will a strength and stamina test be administered to bidders or applicants for Distribution Clerk assignments.

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

Sincerely,

Margaret N. Oliver
Labor Relations Department

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

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

DEC 21 1983

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005-3399

Re: M. Biller
Washington, D.C. 20005
H1C-NA-C 78

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

Sincerely,

Margaret H. Oliver
Labor Relations Department

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

American Postal Workers Union, AFL-CIO
817 Fourteenth Street N.W., Washington D.C. 20005 • (202) 842-4250

MOE BILLER
President

October 24, 1983

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

Dear Mr. Gildea:

In accordance with Article 15 of the 1981 National Agreement the union hereby initiates a Step 4 grievance protesting the Postal Service's requirement that Distribution Clerks in the Bulk Mail Centers be required to pass the Strength and Stamina Text #915. The union considers this test to be in violation of the stated physical requirements for Distribution Clerks and discriminatory in its application under Article 2 of the Contract and Title 7 of the 1964 Civil Rights Act.

Sincerely,

Moe Biller
President

MB:WB:mc

NATIONAL EXECUTIVE BOARD • MOE BILLER, President
WILLIAM BURRUS, Executive Vice President
DOUGLAS HOLTZROOK, Secretary-Treasurer
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RICHARD LEWANDOAU, Director, Maintenance Division
LEON S. HAWKINS, Director, MVS Division
MIKE BENNER, Director, Motor Vehicle Division
JOHN P. RICHARDS, Industrial Relations Director
MIKE BENNER, Director, Mail Handler Division
REGIONAL COORDINATORS
RANDELL R. MOORE, Western Region
JAMES P. WILLIAMS, Central Region
PHILIP C. FLEMMING, JR., Eastern Region
NEAL VACCARO, Southeastern Region
ARCHIE SAUNDERS, Southern Region

UNITED STATES POSTAL SERVICE
Western Regional Office
San Bruno, CA 94099

DATE: February 6, 1991

OUR REF: WE41:GConnely:jl:JL02042.doc:9409

SUBJECT: "Mixed" Bargaining Unit Positions

	Action	Info
Medical Officer		
Mgr. Safety & Health Services		
Affirmative Action Programs Coord.		
Mgr. Employment & Development	X	
Mgr. EEO Complaints Processing		
Mgr. Labor Relations	X	

TO: FIELD DIRECTORS HUMAN RESOURCES

In response to recent inquires from several divisions concerning proposals establishing "mixed" clerk craft bargaining unit positions, my office has discussed the subject with the Office of Contract Administration. Typically the proposals have involved combining the duties/responsiblities of LSM and FSM operators, or similar positions, into a single position.

In brief, it is the Postal Service's current position that the unilateral establishment by management of "mixed" positions is prohibited by the National Agreement. However, the APWU has agreed to such positions where the local union does not object and the position is properly evaluated.

If you wish to proceed with the establishment of such positions you must:

1. Obtain the documented concurrence of your local APWU President.

2. Submit a copy of the concurrence document and a completed PS Form 6802 to my office, attention: William Bowling.

Upon receipt of the required documents my office will submit your request to the Office of Contract Administration for final review and approval.

If you have any additional questions concerning this subject, please contact William Bowling at (415) 742-4628.

Gerald S. Sanchez
Regional Director
Labor Relations

cc: Director

RECEIVED
FEB - 7 1991
FEB 1991
LABOR RELATIONS

cc: Regional Director Human Resources
Regional Director Planning
Regional Manager Employee Relations
Regional Labor Relations Executives
Regional Labor Relations Program Analyst

Letter Sorting Machines

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

March 4, 1983

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C 20005-3399

Dear Mr. Burrus:

This is in regard to your February 25 letter concerning the interpretation of part 512.2 of Handbook M-54, Letter Sorting Machines.

If a vacant duty assignment is not reverted and is not being held pursuant to Article 12, and is not otherwise filled by a full-time regular employee, the senior machine-qualified part-time flexible employee should be converted to full-time in accordance with the terms of the USPS-APWU/NALC National Agreement and section 512.2 of the M-54 Handbook.

Under the circumstances, it does not appear that an interpretive dispute exists.

Sincerely,

James C. Gildea
Assistant Postmaster General
Labor Relations Department

RECEIVED
MAR 07 1983
OFFICE OF
EXECUTIVE VICE PRESIDENT

American Postal Workers Union, AFL-CIO
817 Fourteenth Street N.W. Washington D.C. 20005 • (202) 842-4246

WILLIAM BURRUS
Executive Vice President

February 25, 1983

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:

The American Postal Workers Union interprets provisions of the M 54 Handbook, Chapter 5, Subsection 512.2 as requiring the employer to convert the senior machine-qualified part-time flexible employee to full time when full-time machine vacancies have not been filled through the authorized bidding procedures.

I have been advised that postal facilities throughout the country are not filling ZMT vacancies via these provisions and are merely absorbing the positions through the utilization of part-time flexibles.

The union recognizes the rights of the employer to withhold vacancies as per the provisions of Article 12, but interprets the above mentioned provisions as requiring the conversion of part-time employees in all other circumstances.

Please respond so that the union can determine whether an interpretive dispute exists between the parties in the interpretation and application of the language referenced above.

Sincerely,

William Burrus,
Executive Vice President

WB:mc

NATIONAL EXECUTIVE BOARD • MOE BILLER, President
WILLIAM BURRUS, Executive Vice President
DOUGLAS HOLBROOK, Secretary Treasurer
JOHN A. MORGEN, Director Clerk Division
RICHARD I. WEVODAU, Director, Maintenance Division
LEON S. HAWKINS, Director, MVS Division
MIKE BENNER, Director, SDM Division
JOHN P. RICHARDS, Industrial Relations Director
KEN LEINER, Director, Mail Handler Division
REGIONAL COORDINATORS
RANDELL R. MOORE, Western Region
JAMES P. WILLIAMS, Central Region
PHILIP C. FLEMMING JR., Eastern Region
NEAL VACCARO, Northeastern Region
ARCHIE SALISBURY, Southern Region

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

APR 12 1984

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

Re: A. Robinson
St. Louis, MO 63155
H1C-4K-C 22209

Dear Mr. Wilson:

On January 20, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The grievance concerns an allegation that an EEO complaint settlement resulted in a breach of the collective bargaining agreement. The settlement required that the grievant be placed in the "next level 6 Window Services Technician position to become vacant."

We mutually agreed that vacant clerk craft assignments shall be posted and filled in accordance with Article 37, Section 3, of the 1981 National Agreement. An EEO complaint settlement should not affect the contractual rights of other craft employees with regard to the posting and filling of vacant assignments. This case is returned to Step 3 for appropriate discussion by the parties at that level and application of the contract.

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

Time limits were extended by mutual consent.

Sincerely,

R. L. Eugene

Robert L. Eugene
Labor Relations Department

Kenneth D. Wilson
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Recognizing the need for clarification of the procedures to be followed in according employees their administrative rights under Title VII, the Veterans' Preference Act, and the National Labor Relations Act, and in order to resolve litigation in the cases of U.S. Postal Service, 281 NLRB No. 32 (1986), U.S. Postal Service, 281 N.L.R.B. No. 138 (1986); and U.S. Postal Service, 281 N.L.R.B. No. 139 (1986), the parties enter into the following memorandum of understanding.

1. The parties agree that when the Postal Service meets with an individual employee to resolve an EEO complaint (formal or informal), or to afford an individual preference eligible employee the right to respond to a proposed adverse action as provided by the Veterans' Preference Act, the Postal Service is under no obligation to invite the Union to be present or to participate at such meetings. A Union official may be present and participate only if that official is the employee's personal representative.

2. The parties recognize and agree that the Postal Service and an individual employee may enter into settlement agreements to resolve EEO complaints and proposed adverse actions against preference eligible employees without the knowledge or consent of the Union. However, the Postal Service shall not adjust or attempt to adjust with the individual employee any related grievances, except, to the extent permitted by Section 9a of the

NLRA and the National Agreement, those related grievances filed by the employee which are still pending at Step 1.

3. The parties agree that, where the Postal Service and an individual employee have entered into a settlement agreement to which the Union is not a signatory, the Postal Service may assert in the grievance procedure, or before an arbitrator, only that the settlement agreement provides the employee with such relief as to render an award of further remedial relief to the employee unnecessary.

4. In light of this agreement, which renders the above-referenced cases moot, the parties agree to petition the National Labor Relations Board to vacate its decisions and orders in the above referenced cases, dismiss the underlying complaints, and withdraw any existing applications for enforcement.

5. This memorandum constitutes full and complete resolution of the above-referenced litigation.

6. This memorandum shall take effect upon the vacation of the above referenced NLRB decisions and orders and the dismissal by the Board of the underlying complaints.

Thomas Gritsch
UNITED STATES POSTAL SERVICE

10/19/87
DATE

William Burrell
AMERICAN POSTAL WORKERS UNION, AFL-CIO

10/21/87
DATE

RECEIVED
MAR 12 1984
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

MAR 9 1954

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers Union,
AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: APWU Local
Detroit, MI 48233
H1T-4B-C 21939

Dear Mr. Wevodau:

On February 8, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

This grievance involves the effective date of promotion upon completion of training at the Office of Training and Development, Technical Training Center (TTC).

During our discussion, we agreed that where a vacancy is being filled contingent upon the successful completion of prescribed training, notification from the Technical Center of successful completion is required as support for processing a promotion action. We also agreed that once notification is received, the effective date of promotion is to be retroactive, if necessary, to the first day of the first full pay period following the date of completion.

As agreed, the case is remanded to Step 3 for application of the above to the fact circumstances involved.

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

Sincerely,

Margaret Oliver
Labor Relations Department

Richard I. Wevodau
Director
Maintenance Division
American Postal Workers Union,
AFL-CIO

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

DEC 7 1983

ARTICLE 37
SECTION 3A 4
SUBJECT

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

Re: R. Williams
Tyler, TX 75702
H1C-3A-C 24492

Dear Mr. Wilson:

On November 10, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question raised in this grievance is whether the lock-in provisions of Article 37.3.B were properly applied to the grievant, a Distribution Clerk Machine, SPLSM.

During our discussion, we agreed that Article 37.3.B applies when assignments are made to both single position and multiple position letter sorting machines. We also agreed that the length of the lock-in is determined by applying the provisions of Article 37.3.B.3 and 4 to the fact circumstances.

Accordingly, we agreed that because of the circumstances, no further action is required in this case and we consider the matter closed.

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

Sincerely,

Margaret H. Oliver
Labor Relations Department

Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO

DEC 9 1982
33

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

December 8, 1982

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

37
3 A 7
OIC 204B

Re: APWU - Local
Athens, GA 30603
H1C-3D-C-9762

Dear Mr. Baldwin:

On November 8, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

This grievance involved whether the assignment of an employee who was on an OIC detail in excess of four months should have been posted.

During our discussion, we agreed that Article 37.3.A.7 is applicable to OIC details. We also agreed to remand this grievance to the parties at step 3 for further processing if necessary.

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

Sincerely,

Margaret H. Oliver
Labor Relations Department

Wallace Baldwin, Jr.
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO

LABOR RELATIONS

UNITED STATES POSTAL SERVICE

June 27, 1997

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

Dear Mr. Burrus:

This letter is in response to your February 12 correspondence and subsequent June 4 appeal to arbitration concerning the advancement of Grade 3 employees to Grade 5, when their office has been identified as exceeding the 190 revenue unit criteria. Specifically, you have provided this office with a listing of employees you believe fall within the aforementioned parameters.

As discussed with Thomas J. Valenti of my staff, there is no dispute concerning the Advancement and Regulations implementing instructions dated April 21, 1987 (copy enclosed). A Post Office Clerk, PS-03 position, is used in offices with more than 36 but less than 190 revenue units. The Distribution Clerk, PS-05 position, is for use in offices with 190 revenue units or more. Where a post office which exceeds 189 revenue units for a fiscal year is advanced and is eligible for clerical assistance, Distribution Clerk, PS-05 position(s) may be used. Action may be required to change incumbent Postal Clerks, PS-03, to Distribution Clerks, PS-05. Similarly, if an office is relegated because it fell below 189 revenue units for the fiscal year, a change of action may be required to reduce resident Distribution Clerks, PS-05, to lower level positions Postal Clerks, PS-03.

Further, as agreed, the advancement and relegation process is a field responsibility. Accordingly, the review of the listed employees should be brought to the attention of their respective local management officials and not at the national level. Since we are both in agreement on this matter, please send a withdrawal notice regarding your earlier appeal to national arbitration (case # Q94C-4Q-C 97092287).

Should there be any questions regarding the forgoing you may contact Mr. Valenti at (202) 268-3831.

Sincerely,

Peter A. Sgro
Acting Manager
Contract Administration (APWU/NPMHU)

Enclosure

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

LABOR RELATIONS

UNITED STATES
POSTAL SERVICE

June 18, 1996

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

Dear Bill:

This letter responds to your correspondence dated March 22, and our subsequent meeting on May 23, 1996, regarding the Advancement and Relegation of post offices.

There is no dispute at the national level, concerning the Advancement and Relegations implementing instructions dated April 21, 1987. This process is now a field responsibility and is administered there.

As discussed, a Post Office Clerk, PS-03, position is used in offices with more than 36 but less than 190 revenue units. The Distribution Clerk, PS-05, position is for use in offices with 190 revenue units or more. Where a post office which exceeds 189 revenue units for a fiscal year is advanced and is eligible for clerical assistance, Distribution Clerk, PS-05, position(s) may be used. Action may be required to change incumbent Postal Clerks, PS-03, to Distribution Clerks, PS-05.

Similarly, if an office is relegated because it fell below 189 revenue units for the fiscal year, a change of action may be required to reduce resident Distribution Clerks, PS-05, to lower level positions, Postal Clerks, PS-03.

As explained in the instructions, Postmaster Relief/Leave Replacements (PMRs) may be used in offices where clerical assistance is not authorized.

If there are any questions concerning the foregoing, please contact Curtis Warren of my staff at (202) 268-5359 at your convenience.

Sincerely,

Anthony J. Vegliante
Manager
Contract Administration APWU/NPMHU

JUN 1996
Received
Office of The
Executive
Vice President

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

Baileyton, AL
Chignik Lagoon, AK
Seligman, AZ
Roland, AR
Creston, CA
Maricopa, CA
Trinity Center, CA
Ft Lyon CO
Red Feather Lakes, CO
Greenwood, FL
Bolingbroke, GA
Hoschton, GA
Pavo, GA
Cataldo, ID
Movie Springs, ID
Mulberry, IL
Saint Peter, IL
Guilford, IN
Union Mills, IN
Saint Charles, IA
Waucoma, IA
Hope, KS
Riverton, KS
Gamaliel, KY
Renfro Valley, KY
Bush, LA
Bass Harbor, ME
Perry, ME
Chaptico, MD
Kennedyville, MD
Valley Lee, MD
Bradley, MI
East Leroy, MI
Kinross, MI
Smiths Creek, MI
Embarrass, MN
Willow River, MN
Lena, MS
Robinsonville, MS
Center, MO

Maylene, AL
Roosevelt, AZ
Omaha, AR
Avery, CA
LaGrange, CA
Richvale, CA
Crawford, CO
Milliken, CO
Pine Meadow, Ct
Molino, FL
Davisboro, GA
Martin, GA
Tate, GA
Fairfield, ID
Paris, ID
Payson, IL
Bippus, IN
LaCrosse, IN
Alburnett, IA
Ute, IA
Greenleaf, KS
Lecompton, KS
Tescott, KS
Glendale, KY
Salvisa, KY
Charenton, LA
Bryant Pond, ME
West Enfield, ME
Colora, MD
Newcomb, MD
Chesterfield, MA
Bruce Crossing, MI
Gowen, MI
Mohawk, MI
Clarks Grove, MN
Hokah, MN
Duck Hill, MS
Moselle, MS
Carterville, MO
Loose Creek, MO

Pike Road, AL
Sanders, AZ
Pleasant Plains, AR
Courtland, CA
Maricopa, CA
Santa Rita Park, CA
Eckert, CO
Peyton, CO
Clarksville, FL
Seville, FL
Hagan, GA
Mt Airy, GA
Waresboro, GA
Melba, ID
Good Hope, IL
Royalton, IL
Butlerville, IN
Switz City, IN
New Providence, IA
Walford, IA
Healy, KS
Lucas, KS
Clearfield, KY
Mouthcard, Ky
Belle Rose, LA
Acton, ME
Little Deer Isle, ME
Barstow, MD
Ft Howard, MD
Tilghman, MD
Westport Point, MA
Curtis, MI
Kinde, MI
Beaver Island, MI
Dent, MN
Nerstrand, MN
Lakeshore, MS
Nicholson, MS
Caulfield, MO
Wellington, MO

Babb, MT
Dannebrog, NE
Hyannis, NE
Wellington, NV
Jefferson, NH
Cape May Point, NJ
Waterflow, NM
Bangall, NY
Burdett, NY
Conesus, NY
Eagle Bridge, NY
Lisle, NY
West Bloomfield, NY
Cove City, NC
Jackson Springs, NC
Penrose, NC
Webster, NC
Blakeslee, OH
Dunbridge, OH
Lindsey, OH
Sterling, OH
Windsor, OH
Canute, OK
Mt Vernon, OR
Bobtown, PA
Kingsley, PA
Loysburg, PA
Renfrew, PA
Sutersville, PA
Yatesboro, PA
Cordova, SC
Trenton, SC
Lake Norden, SD
Cross Plains, TN
Atascosa, TX
Bloomington, TX
Christine, TX
Oakwood, TX
Round Mountain, TX
Barnet, VT

Noxon, MT
Davenport, NE
Johnson, NE
Gilmanton, NH
North Stratford, NH
Ewan, NJ
Alton, NY
Berkshire, NY
Cleveland, NY
Coopers Plains, NY
Freehold, NY
Parishville, NY
West Shokan, NY
Franklinville, NC
Jarvisburg, NC
Simpson, NC
Winnabow, NC
Casstown, OH
Harrisburg, OH
Neapolis, OH
Tuppers Plains, OH
Winona, OH
Stringtown, OK
Powell Butte, OR
Forbes Road, PA
Leeper, PA
Paupack, PA
Sheakleyville, PA
Warriors Mark, PA
Yukon, PA
Richland, SC
Ft Meade, SD
Brunswick, TN
Michie, TN
Avery, TX
Brookeland, TX
Gregory, TX
Plantersville, TX
Scurry, TX
East Corinth, VT

Clearwater, NE
Dorchester, NE
Springview, NE
Gilmanton IW, NH
W. Nottingham, NH
Chimayo, NM
Ancram, NY
Blossvale, NY
Colliersville, NY
Craryville, NY
Lake Pleasant, NY
Spencertown, NY
Brunswick, NC
Hollister, NC
Macclesfield, NC
Swepsonville, NC
Marion, ND
Cygnet, OH
Kimbolton, OH
North Lawrence, OH
Unionville, OH
Bokchito, OK
Fossil, OR
Prospect, OR
Grapeville, PA
Limekiln, PA
Penn Run, PA
Spring, PA
Westrmoreland City PA
Rio Blanco, PR
Starr, SC
Kyle, SD
Caryville, TN
Rickman, TN
Bloomburg, TX
Chilton, TX
Latexo, TX
Redwater, TX
Waring, TX
Graniteville, VT

Calverton, VA
Lacey Spring, VA
New Canton, VA
Addy, WA
Elbe, WA
So Cle Elum, WA
Normantown WV
West Milford, WV
Clayton, WI
Malone, WI
Scandinavia, WI

Casanova, VA
Mt Solon, VA
North Garden, VA
Albion, WA
Malaga, WA
Ellenboro, WV
Pine Grove, WV
Almena, WI
Embarrass, WI
Montfort, WI
Alcova, WV

Haynesville, VA
Natural Bridge, VA
Sussex, VA
East Olympia, WA
Salkum, WA
Granville, WV
Valley Grove, WV
Amberg, WI
Kendall, WI
Poy Sippi, WI
Meeteetse, WV

LABOR RELATIONS

UNITED STATES
POSTAL SERVICE

January 5, 1996

JAN 1996

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

Dear Bill:

This is in reference to your letter to me dated November 15, 1995 (item 5), regarding the advancement and relegation of clerks.

As requested, enclosed are the Postal Service instructions governing advancement/relegation procedures. Field personnel have been instructed to comply with this process to ensure that affected offices are adjusted in a timely manner. Each year starting in January, the District Offices receive a list advising which offices will be affected by Cost Ascertainment Grouping (CAG) changes the next fiscal year. The Districts then notify those associate offices which will have a grade change in the clerk position.

While the Human Resources Information System (HRIS) will provide us with those employees who are upgraded or downgraded, it does not specify if the change is due to an advancement or relegation.

You are encouraged to inform me of any office(s) you believe has not been processed in accordance with the implementing instructions. Please contact Deborah A. Seaward of my staff on (202) 268-3842 if you have any questions.

Sincerely,

Anthony J. Vegliante
Manager
Contract Administration (APWU/NPMHU)

Enclosure

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

LABOR RELATIONS

UNITED STATES POSTAL SERVICE

June 18, 1996

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

Dear Bill:

This letter responds to your correspondence dated March 22, and our subsequent meeting on May 23, 1996, regarding the Advancement and Relegation of post offices.

There is no dispute at the national level, concerning the Advancement and Relegations implementing instructions dated April 21, 1987. This process is now a field responsibility and is administered there.

As discussed, a Post Office Clerk, PS-03, position is used in offices with more than 36 but less than 190 revenue units. The Distribution Clerk, PS-05, position is for use in offices with 190 revenue units or more. Where a post office which exceeds 189 revenue units for a fiscal year is advanced and is eligible for clerical assistance, Distribution Clerk, PS-05, position(s) may be used. Action may be required to change incumbent Postal Clerks, PS-03, to Distribution Clerks, PS-05.

Similarly, if an office is relegated because it fell below 189 revenue units for the fiscal year, a change of action may be required to reduce resident Distribution Clerks, PS-05, to lower level positions, Postal Clerks, PS-03.

As explained in the instructions, Postmaster Relief/Leave Replacements (PMRs) may be used in offices where clerical assistance is not authorized.

If there are any questions concerning the foregoing, please contact Curtis Warren of my staff at (202) 268-5359 at your convenience.

Sincerely,

Anthony J. Vegliante
Manager
Contract Administration APWU/NPMHU

JUN 1996
Received
Office of The
Executive
Vice President

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

SEPT TO SEPT

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

March 22, 1996

William Burrus
Executive Vice President
(202) 842-4246

Dear Tony:

After reviewing the information forwarded to my office on February 6, 1996 regarding the advancement or relegation of offices, I have compiled the enclosed listing of offices that were scheduled for advancement in January 1996. In that the information provided only identifies offices, I am unable to determine if the employees in the identified offices have been advanced as per the regulations.

This listing was compiled with the assumption that offices changing from CAG K to H or J meet the requirement for advancement under the 190 revenue unit criteria. If you have information to the contrary, please advise citing the appropriate citation for your determination.

This is to request that you inform this office whether or not the clerk craft employees assigned to the listed offices have been advanced to grade 5 and the date of their assignment. I also request copies of the computer printouts identifying offices advanced or relegated in the years 1989/1990 - 1990/1991 - 1991/1992 - 1992/1993 - 1993/1994 and 1995/1996. In the event the records reveal that proper advancement has not been accomplished timely, the union requests that all affected employees be made whole.

It is also reported that postmaster relief employees are being utilized as clerical assistance in CAG H and J offices. Postal regulations at 261.36 of the POM specifically restricts the use of such employees in CAG H and J offices. . I request that you provide me with any citation that permits the use of POMs beyond these cited provisions.

National Executive Board
Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Greg Bell
Industrial Relations Director

Robert Gunstall
Director, Clerk Division

James W. Lingberg
Director, Maintenance Division

Robert C. Pritchard
Director, MVS Division

George N. McKeithen
Director, SDM Division

Regional Coordinators
Leo F. Persails
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Terry Stapleton
Southern Region

Raydell R. Moore
Western Region

This is to request your expeditious review of these matters that the union can be assured that employees are receiving the benefit of our agreement.

Sincerely,

William Burrus
Executive Vice President

Anthony J. Vegliante, Manager
Grievance & Arbitration Division
Labor Relations
475 L'Enfant Plaza, SW
Washington, DC 20260

WB:rb
opeiu#2
afl-cio

UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE: April 21, 1987

FILE REF: ER140:JEMcKenney:rf:20260-4225

SUBJECT: Advancement and Relegations

TO: Field Directors, Human Resources
All Field Divisions

ATTN: Supervisor, Compensation and Staffing

There have been a number of inquiries related to the advancement and relegation process which is now a Field Division responsibility to complete. To assist you, we are enclosing a sample letter that should be sent to MSC Managers/Postmasters and a set of procedures which are the same as those issued by the regions in previous years (copy enclosed).

Personnel actions for those clerks that are affected by changes in post office CAG status will be effective May 23 (Pay Period 12). The revenue listings which are required to initiate these changes have been sent from the Postal Data Center to the Field Divisions.

If you have any questions, please call the Organizational Design Division coordinator for your Field Division.

Fred J. Hintenach, General Manager
Organizational Design Division
Office of Organizational Requirements

Enclosures

cc: APMG, Labor Relations
Regional Directors, Human Resources

SAMPLE LETTER
04/20/87

Advancement and Relegation

MSC Manager/Postmasters

Enclosed are instructions for the processing of personnel actions for those clerks in post offices where the revenue units for FY 1986 either rose or fell, causing the office to advance or relegate in CAG status.

Although the instructions are detailed, please be aware that the advancement/relegation process must be completed to be effective May 23, 1987. Accordingly, all required personnel actions PS Forms 50 must be submitted and received by the ELRIC not later than May 18, 1987.

As this process will take place annually, it is suggested that all Employee and Labor Relations personnel concerned be instructed on these procedures.

To further assist you with operational matters, which will obviously arise, we are enclosing responses to questions of a recurring nature incident to the advancement/relegation process. While they provide some understanding of the topic, it should not be a substitute for directing an inquiry to the appropriate functional area. Inquiries concerning salary administration, downgrading, etc., should be directed to the Supervisor, Compensation and Staffing.

Field Director, Human Resources

Enclosures

FY 1986 ADVANCEMENT/RELEGATION INSTRUCTIONS

Attached is a copy of a report showing the names of the associate office(s) and current fiscal year revenue units, along with the present and former post office class. "Class" as it relates to this report, is defined as follows: Class 4 equates to CAG L; Class 3 equates to CAG K; Class 2 equates to CAGs H and J; and Class 1 equates to CAGs A through G.

MSC Managers are responsible for conducting a review of this report to determine which offices have exceeded the 1 through 35 revenue unit and 36 through 189 revenue categories. Similarly, they are to ascertain which offices have fallen from the 36 and 190 revenue unit categories.

Once your review has been conducted, it should then be determined which office(s) has either the Distribution Clerk, PS-5, 2315-04XX, KP-12, or Post Office Clerk, PS-3, 2340-04XX, KP-4. The use of these positions is governed by the revenue unit total for the post office. A Post Office CLerk, PS-3, is used in offices with more than 36 but less than 190 revenue units. The Distribution Clerk, PS-5, is for use in offices with 190 revenue units or more. Offices with 35 revenue units or less are not authorized clerical assistance.

In CAG L offices (offices with 35 revenue units or less) where there are career part-time flexible clerks on the rolls, action must be taken to reassign these employees to a CAG K or above post office in accordance with the National Agreement, Article 12, Section 5. Part-time flexible employees involuntarily reassigned from one installation to another shall be given not less than 60 days advance notice.

The area local of the American Postal Workers Union should be notified immediately of any pending reassignments. In all cases, the employee(s) are to be reassigned within normal commute distance whenever possible. The reassignments are to be completed not later than September 27, 1987.

Non-career clerical assistance personnel in CAG L offices must be separated effective September 26, 1987, using Nature of Action Code (NOA) 352 on the PS Form 50.

Deviations from the course of action prescribed for CAG L offices must have approval of the Field Director, Human Resources. In the event that difficulties arise in reassigning a career part-time flexible employee, the circumstances should be delineated in a letter submitted through normal channels to the Field Director, Human Resources. A review of all such cases will be conducted, and the appropriate action needed will be determined. You will be so apprised.

CAG L post offices advancing to CAG K are not automatically eligible for clerical assistance. Each office should be reviewed to determine the need for clerical assistance. If any office experiences a seasonal workload increase, a casual should be considered. If an office needs only a postmaster replacement, the appropriate position would be the Postmaster Replacement. Finally, if there is a consistent need for clerical assistance, then a part-time flexible Post Office Clerk, PS-3, is to be hired. Ranking authority for these positions rests with the MSC Manager.

In offices with more than 190 revenue units and having clerk positions meeting the criteria above, PS Forms 50 change actions (using NOA 702 for Promotion) must be processed. Regular promotion rules as found in Employee and Labor Relations Manual (ELM) Section 422.231.a will apply. The effective date of the promotion actions is May 23, 1987.

Offices with less than 190 but more than 35 revenue units which have career clerks not meeting the above criteria must have PS Forms 50 change actions (using NOA 713 for Change to Lower Level) processed effective on the first day of Pay Period 12-87 (May 23, 1987). Where changes to lower level are involved, attention should be given to Part 421.51 of the ELM concerning the rate retention provision. Further, to preclude future salary overpayments to affected employees, Exhibit 611.321 (page 2, elements 27-32), Personnel Handbook P-11, should be reviewed to ensure the proper element of the Form 50 is annotated.

Also, if an employee is entitled to rate retention, Element 88 of the Form 50 should include the following remarks: "Code 888 = Change to lower level May 23, 1987, due to relegation of office to CAG K. Employee entitled to rate retention for 104 weeks."

To ensure uniformity in carrying out the advancement/relegation process, the following steps must be taken by the MSC Manager:

- Using the listing, identify any Associate Offices which have clerical positions requiring change from PS-03 to PS-05, or from PS-05 to PS-03.

- Notify the Associate Office postmasters that the CAG status is changing and impacts upon the level of the authorized clerk position. (Use sample letter A or B, as appropriate, for Associate Offices reporting to MSCs and sample letter C or D, as appropriate, for Associate Offices reporting directly to the Field Divisions.)

- Ensure that Associate Office postmasters communicate to the affected clerks the details of the change action, the cause, and the effective date.

- Process the Form 50 worksheet and forward it to the ELRIC. Effective date for the change actions is May 23, 1987 (Pay Period 12-87). To ensure proper handling, personnel actions must be received at the ELRIC not later than May 18, 1986.

Please furnish the Supervisor, Compensation and Staffing, in the Field Division a list, using the attached "OFFICE REPORT LIST," of all employees for each office affected and what action is being taken, the old and new level and step for each employee, and if the employee is eligible for rate retention. A negative response, if appropriate, is required.

It should be noted that the advancement/relegation process has no direct impact on postmaster grades. Accordingly, the postmaster will remain at his/her current level and step regardless of whether the office is advanced or relegated. However, if an office has a significant change in revenue, there may be a need to review the office on PS Form 150X.

SAMPLE LETTER A

Post Office Advancement to CAG ____

Postmaster

The management sectional center has received the annual statement of post office revenue units for Fiscal Year 1986. The revenue unit total for your office is _____, which exceeds the revenue unit total of 189 upon which a level 3 Post Office Clerk position is authorized. Accordingly, it is necessary to change the present incumbent(s) at your office to Distribution Clerk, level 5, effective Pay Period 12-87, which begins Saturday, May 23, 1987.

The following clerk(s) are subject to this action:

_____
Name

Please discuss this action with the person(s) named above. Retain this letter in your files with your notation as to the date the discussion was held.

MSC Manager/Postmaster

NOTE: This letter should have the position description for DISTRIBUTION CLERK as an enclosure.

SAMPLE LETTER B

Post Office Relegation to CAG _____

Postmaster

The management sectional center has received the annual statement of post office revenue units for Fiscal Year 1986. The revenue unit total for your office is _____, which is below the 190 revenue units required to maintain a level 5 Distribution Clerk in your office complement. Accordingly, it is necessary to change the present incumbent(s) at your office to Post Office Clerk, level 3, effective Pay Period 12-87, which begins Saturday, May 23, 1987.

The following clerk(s) are subject to this action:

_____ Eligible for Rate Retention
Name Yes _____ No _____

In accordance with the National Agreement and Section 421.5 of the Employee and Labor Relations Manual, an individual employee who is assigned to a lower grade will have a protected rate for 104 weeks if they have served for two continuous years immediately preceding the effective date of reduction in a position with a salary standing higher than that to which reduced. There are certain other criteria in Section 421.5 which also must be met. It is appropriately noted beside the clerk's name above whether he/she will or will not be eligible for rate protection.

Please discuss this action with the person(s) named above. Retain this letter in your files with your notation as to the date the discussion was held.

MSC Manager/Postmaster

NOTE: This letter should have the position description for POST OFFICE CLERK as an enclosure.

SAMPLE LETTER C

Post Office Advancement to CAG ____

Postmaster

The Field Division has received the annual statement of post office revenue units for Fiscal Year 1986. The revenue unit total for your office is _____, which exceeds the revenue unit total of 189 upon which a level 3 Post Office Clerk position is authorized. Accordingly, it is necessary to change the present incumbent(s) at your office to Distribution Clerk, level 5, effective Pay Period 12-87, which begins Saturday, May 23, 1987.

The following clerk(s) are subject to this action:

_____
Name

Please discuss this action with the person(s) named above. Retain this letter in your files with your notation as to the date the discussion was held.

Field Division General
Manager/Postmaster

NOTE: This letter should have the position description for DISTRIBUTION CLERK as an enclosure.

SAMPLE LETTER D

Post Office Relegation to CAG _____

Postmaster

The Field Division has received the annual statement of post office revenue units for Fiscal Year 1986. The revenue unit total for your office is _____, which is below the 190 revenue units required to maintain a level 5 Distribution Clerk in your office complement. Accordingly, it is necessary to change the present incumbent(s) at your office to Post Office Clerk, level 3, effective Pay Period 12-87, which begins Saturday, May 23, 1987.

The following clerk(s) are subject to this action:

_____ Name	Eligible for Rate Retention Yes _____ No _____

In accordance with the National Agreement and Section 421.5 of the Employee and Labor Relations Manual, an individual employee who is assigned to a lower grade will have a protected rate for 104 weeks if they have served for two continuous years immediately preceding the effective date of reduction in a position with a salary standing higher than that to which reduced. There are certain other criteria in Section 421.5 which also must be met. It is appropriately noted beside the clerk's name above whether he/she will or will not be eligible for rate protection.

Please discuss this action with the person(s) named above. Retain this letter in your files with your notation as to the date the discussion was held.

Field Division General
Manager/Postmaster

NOTE: This letter should have the position description for POST OFFICE CLERK as an enclosure.

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                                    :
   PPPP   U   U  BBBB               :
O  P   P  U   U  B   B              : SUB: ADVANCEMENT/RELEGATIONS
M  PPPP   U   U  BBBB               : DOCUMENT DATE: 04-27-88
S  P      U   U  B   B              : DOCUMENT TIME: 14:00
S  P      U   U  B   B              : BY: FRED HINTENACH, OOR
   P       UUU   BBBB               :
                                    :
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TO: SUPV, COMPENSATION AND STAFFING

There have been a number of inquiries related to the advancement and relegation process which is now a Field Division responsibility to complete. Personnel actions for those clerks that are affected by changes in post office CAG status will be effective May 21, 1988 (Pay Period 12). The revenue listings which are required to initiate these changes have been sent from the Postal Data Centers to the Field Divisions.

In initiating the changes this year, please use the same procedures and sample letters that were enclosed with my memorandum on this subject dated April 21, 1987 to the Field Director, Human Resources. If you do not have copies, please call the Organizational Design Division Coordinator for your Field Division.

Distribution:
Regions
Field Divisions

418.2 Changes between Nonbargaining Schedules

Changes between EAS and PCES salary schedules are made in accordance with the provisions of the Postal Career Executive Service Program. Changes between other nonbargaining schedules are made in accordance with 410.

418.3 Changes from Nonbargaining to Bargaining Schedules

Changes of nonbargaining employees to bargaining-unit positions are made in accordance with 420 and any applicable collective-bargaining agreement.

418.4 Changes from Bargaining to Nonbargaining Schedules

Changes of bargaining-unit employees to nonbargaining positions are made in accordance with 410.

419 Supplemental (Noncareer) Workforce

419.1 Assignments

419.11 Casual Employee

419.111 Definition. Casual employees are nonbargaining, noncareer employees with limited term appointments. These employees are employed as a supplemental workforce, as described in collective-bargaining agreements, to perform duties assigned to bargaining-unit positions.

419.112 Salary Grade. Appointments of casuals are made to the position of Casual, Occupation Code 5201-1001, at grade EAS-7 in the Noncareer Temporary Rate (NTR) Schedule or as otherwise authorized by the SAPMG/HR..

419.12 Noncareer Rural Carriers

419.121 Definition. Noncareer rural carriers are employed as a supplemental workforce to perform duties assigned to the rural carrier bargaining unit.

419.122 Salary Grade. Noncareer rural carriers are appointed and paid as provided in the NRLCA Agreement.

419.13 Temporary Employee

419.131 Definition. Temporary employees, including Officers-in-Charge (OICs) appointed from outside the Postal Service, are nonbargaining, noncareer employees who perform duties assigned to nonbargaining positions.

419.132 Salary Grades. Prior to hiring a temporary employee, the installation head or other appointing official should carefully assess operational needs of the office and determine the EAS grade for the types of work to be performed. Based on this determination, the temporary employee is hired at that grade in the Noncareer Temporary Rate Schedule.

419.14 Postmaster Relief/Leave Replacements (PMRs)

419.141 Definition. A PMR is a noncareer hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in an EAS-15 or below post office.

419.142 Salary Grades. PMRs are employed at the Noncareer Temporary Rate Schedule grades indicated below:

Authorized PM Grade (EAS)	PMR Occupational Code	PMR Grade (NTR)
15	2305-6115	13
13	2305-6113	11
11	2305-6111	9
A-E	2305-6100	3

419.2 COLA

Employees in the supplemental work force are *not* entitled to a cost-of-living allowance (COLA).

419.3 Service Credit for Step Increases

Time served is *not* creditable toward step increases, i.e., upon conversion to a career position. The employee begins earning creditable service for step increases, when applicable, but does *not* receive credit for prior service in the supplemental workforce.

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

November 6, 1979

Dear Mr. Morgen:

It is my understanding that you met with Bob Krause of my staff on November 2, 1979, to discuss instructions recently released to Postal Service field management concerning Postmaster Relief/Replacement. During the course of the meeting, you expressed concern that PS-3 clerks who retire may be automatically replaced by temporary employees (Postmaster Replacement/Relief EAS 9, 11, 13) and that the duties of such temporaries would not be properly limited to postmaster replacement/relief work.

With regard to the foregoing, present instructions are intended (within the terms of the National Agreement) to limit the use of temporary postmaster replacement and relief personnel in EAS 9, 11, and 13 offices to non-bargaining unit work; that is specifically, Saturday postmaster relief situations or when the postmaster is replaced while on leave. If a PS-3 clerk retires from an office where clerical assistance is to be authorized when the postmaster is present for duty, it is intended that such assistance will be provided by a bargaining unit employee.

If you have any questions or comments regarding the foregoing, please contact Bob Krause, Extension 5158.

Sincerely,

Dennis R. Weitzel

Dennis R. Weitzel, Director
Office of Programs & Policies
Labor Relations Department

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

the finance number of the office making the initial incorrect report of loaned hours. When this procedure is used the Regional Accounting and Revenue Protection Division must be notified so that the proper coordination with other regions and MSCs may be accomplished if necessary.

.54 To Adjust Training Hours:

a. Post the D/A code and LDC for which work hours are to be increased or decreased in the *From* blocks of the adjustment section. Number 999 cannot be used as the D/A code in the *From* block of the adjustment section nor can LDC's 90–97 be used on the "From" side. A valid D/A and LDC code must be used. Post the number of total work (training) and overtime hours to be adjusted.

b. In the *To* section, post 999 in the D/A code block to identify the entry as an adjustment reducing work hours and *increasing* training hours. If the adjustment is to *reduce* training hours and increase work hours, *888* is posted in the D/A code blocks. In the *To* LDC block post the applicable training LDC (90–97) to which hours are to be added (D/A code 999) or subtracted (D/A code 888).

c. In the pay period and year block enter the pay period and year to which the hours are related.

.55 Submitting Adjustments

Adjustments should be submitted each pay period on the Form 1236 used to reallocated the transfer, loan and training hours for current pay period except for the special conditions described for loaned hours.

426 Postmaster Relief and Leave Replacement

426.1 Definition

.11 Postmaster *relief* service consists of an employee assuming charge of a post office in the absence of a postmaster on the postmaster's nonscheduled day. Postmaster *replacement* involves an employee assuming charge when the postmaster is on official leave during a scheduled day.

.12 Temporary assignments as a postmaster relief or postmaster replacement are not required for each and every absence of the postmaster. Assignments should be made only when the proper operation of the post office mandates such action.

.13 For timekeeping purposes, postmaster relief and/or replacement is treated as a higher level assignment (except for 426.23).

426.2 Eligibility

.21 A postmaster replacement is an individual hired from outside the Postal Service who is employed as a relief or leave replacement during the absence of a postmaster in an EAS–A through EAS–15 post office. The appointment is made two grades below the established grade of the postmaster being relieved. At an EAS–A through E office, the appointment is as an EAS–3.

.22 Postal employee may be temporarily assigned as Postal Operations Administrators (POA) to perform relief or leave replacement for postmasters in EAS–A through EAS–18 offices. The grade of the POA position is two grades below the established grade of the postmaster being relieved.

.23 Postmasters who have a senior supervisor in their post office whose regular duties, as described in the official position description, include relief and leave replacement duties for the postmaster are not authorized a POA or relief and leave replacement.

426.3 Authorization and Supporting Forms

.31 If the postmaster being relieved is in charge of a CAG L office and if the replacement is not on the rolls of the Postal Service, then Form 1377, *CAG L Leave Replacement*, must be used. CAG L postmasters will *not* be required to complete a Form 1230–C. All that is required is for them to complete Form 1377 at the end of the week and send it to the PDC. Exhibit 426.31 is an example of a properly completed Form 1377.

.32 Whenever an employee is temporarily assigned to work as a postmaster replacement or as a postal operations administrator, the installation head will complete a Form 1723, in duplicate, and forward both copies to the timekeeper. Exhibit 426.32 is an example of a properly completed Form 1723.

.33 Upon receipt of the Form 1723, the timekeeper will prepare a Form 1230–C timecard for use by the employee while performing the duties of postmaster relief or leave replacement and return it, with the original Form 1723, to the installation head. The duplicate Form 1723 is filed in the employee's OPF.

.34 The installation head will, upon its return, give the original Form 1723 to the employee as a written order of the beginning and approximate ending time of the relief assignment. (Failure to provide this written order is not grounds for denial of higher level pay if the employee is otherwise directed to perform the duties.) The employee is expected to record his

140 Post Office Functions

141 Responsibilities

Postmasters are responsible for complying with the general and specific responsibilities prescribed in their standard position description.

142 Hours of Duty

142.1 Full-Time Offices Postmasters of full-time offices (EAS-11 and above) are scheduled to work a 40-hour workweek. Normally, this schedule is set at 8 hours a day and 5 days a week, Monday through Friday. A Postmaster Relief/Replacement or Superintendent, Postal Operations, is scheduled to relieve the postmaster and to provide service as necessary on the sixth day. However, these postmasters may request of their RPMG, Field Division General Manager/Postmaster, or Sectional Center Manager/Postmaster, as appropriate, that they be assigned to a permanent schedule which includes not less than 4 hours on Saturday with equivalent time off on one of the Monday through Friday workdays in the same service week.

142.2 Part-Time Offices

142.21 Postmasters of part-time offices (EAS A through E) work a 6-day service week, Monday through Saturday. Daily total hours of service include those regular business hours when the principal mail is received and dispatched, as follows:

EAS-A	2 hours per day
EAS-B	3 hours per day
EAS-C	4 hours per day
EAS-D	5 hours per day
EAS-E	6 hours per day

142.22 However, EAS C, D, and E postmasters, with the approval of their Field Division General Manager/Postmaster or Management Sectional Center Manager/Postmaster, may alter their regularly scheduled hours of service on Saturdays, provided there is no additional expense to the Postal Service and the principal mail is received and dispatched.

142.3 FLSA Nonexempt Postmasters Postmasters who are nonexempt because they supervise fewer than two full-time equivalent employees are paid FLSA overtime for hours worked in excess of 40 paid hours in the workweek. (See ELM 434.123.) Full-time management postmasters are paid postal overtime for all hours worked in excess of 8 paid hours in a service day.

143 Absence from Office

143.1 More Than 5 Days For periods of absence longer than five days, postmasters must obtain advance approval from their Regional Postmaster General, Field Division General Manager/Postmaster, or Management Sectional Center Manager/Postmaster, as appropriate, unless such approval authority has been delegated.

143.2 Five Days or Less Postmasters normally are not required to obtain advance approval for absences of 5 days or less, including periods of annual leave, sick leave, or personal absence. They must maintain an accurate record of all absences taken and advise their managers of planned periods away from the office. However, on an individual basis, RPMGs may require that a postmaster obtain advance approval of all absences from the Management Sectional Center Manager/Postmaster or Field Division General Manager/Postmaster, as appropriate, when the postmaster's previous performance warrants such action.

143.3 Emergencies Emergency absences are governed by these provisions to the extent that conditions and time permit but, in all instances, postmasters must advise the appropriate official of any emergency absence as soon as possible.

143.4 Assignment of Relief for Postmaster Postmasters are responsible for determining the necessity of assigning others in their own relief. An employee relieving the postmaster must be engaged in the primary or core duties and be directed to assume the major responsibilities of the relief position. For example, if the postmaster is to be absent for only a short time or if the postmaster is off duty during a period when window service is not available, it may not be necessary to provide relief coverage of these responsibilities.

143.41 Superintendent, Postal Operations. The established duties for a Superintendent, Postal Operations, as defined in the official position description, include being in charge of the office during the postmaster's absence. Additional postmaster relief normally is not authorized in offices with a Superintendent, Postal Operations.

143.42 Postmaster Relief/Leave Replacement

143.421 In those offices without an assigned career clerk, a temporary Postmaster Relief/Leave Replacement may be utilized for a limited term in relief of the postmaster during all hours the post office is open to the public. The postmaster can be either in a duty status or off duty during the period of absence.

143.422 In those offices with an assigned career clerk, the clerk is authorized to act in relief of the postmaster when the post office is open to the public and only when the postmaster is away from the local area or is not in a duty status–that is, on the postmaster's regular day off or when the postmaster is taking personal absence or on official leave. At other times when the postmaster is in a duty status and away from the office but remains in the general vicinity, such as when attending training or meetings at the MSC, relief is not authorized. In these cases, the postmaster continues to retain responsibility for the operation of the office even though not physically present.

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 reinstituted 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 reinstituted 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

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

FEB 8 1984

ARTICLE 37
SECTION 3 E
SUBJECT Posting Notice

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

Re: APWU - Local
Salt Lake City, UT 84119
H1C-5L-C 17770

Dear Mr. Wilson:

On January 13, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The grievance concerns whether local management violated Article 37, Section 3.E., by its manner of posting accounting technician vacancies. The union contends that since management did not indicate that there were two vacancies on the original notice, a second notice should have been posted to solicit new applications for the second vacancy.

We mutually agreed that postings for "best qualified" positions should meet appropriate requirements of Article 37, Section 3., as well as the specific requirements of Part 524.4, P-11 Personnel Operations Handbook. Posted positions should be identified by title, number and grade level. We further agreed that local management shall review its "best qualified" posting procedure for full compliance with this settlement. Any necessary corrections will be applied prospectively.

Please sign and return a copy of this decision as acknowledgment of agreement to resolve this case.

Sincerely,

R. L. Eugene

Robert L. Eugene
Labor Relations Department

Kenneth D. Wilson

Kenneth D. Wilson
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

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

JUL 16 1985

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

Re: J. McGrath
Flushing, NY 11351
H1C-1M-C 42123

Dear Mr. Tunstall:

On July 12, 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 the Bulk Mail Clerk position was properly awarded.

During our discussion, we agreed to the following:

1. In filling the position in question, the provisions of Articles 37.3.A(1), 37.3.F(5) and 37.3.F(7) are to be followed.

2. EL-303, Section 174, relative to the use of PS Form 1717 for senior-qualified bids, applies to this case.

Accordingly, we further agreed to remand this case to the parties at Step 3 for application of the above language and further processing.

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

Sincerely,

Muriel Aikens
Muriel Aikens
Labor Relations Department

Robert L. Tunstall
Robert Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

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

RECEIVED
APR 1 2 1985
CLERK DIVISION

APR 12 1985

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

Re: Class Action
Raleigh, NC 27611
H1C-3P-C 42063

Dear Mr. Connors:

On April 1, 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 management properly awarded Duty Assignment No. 200-6-CO2, Training Technician, PEDC.

The facts in this case reflect that one of two Training Technician positions became vacant and the other Training Technician requested reassignment to the vacant hours and off days. Management granted the reassignment and subsequently posted the residual vacancy (a best qualified position).

This grievance is sustained. The first vacant duty assignment will be posted in accordance with Article 37, Section 3A(1).

Sincerely,

Muriel Aikens

Muriel Aikens
Labor Relations Department

O'Donnell, Schwartz & Anderson
Counselors at Law
1300 L Street, N.W. Suite 200
Washington, D. C. 20005
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*MEMBER N.Y. BAR ONLY
**ALSO MEMBER MARYLAND BAR

O'Donnell & Schwartz
60 East 42nd Street
New York, N.Y. 10165
(212) 370-5100

M E M O R A N D U M

TO: William Burrus
Thomas A. Neill

FROM: Susan L. Catler SLC

DATE: March 4, 1987

RE: Public Law 121 (1953)

At your request, I have researched the current status of Public Law 121 of the 83rd Congress (1953). Based on that research it appears that Public Law 83-121 has expired by its own terms.

According to Public Law 83-121, its benefits shall be provided to:

> any person (1) who serves in the Armed Forces of the United States at any time after June 30, 1950 and prior to the expiration of the authority to induct persons into the Armed Forces under the Universal Military Training and Service Act, as amended...[Emphasis added.]

The Universal Military Training and Service Act, as amended, to which Public Law 83-121 refers was originally recorded at 65 Stat. 75. Section 17(c) of the Universal Military Training and Service Act provides:

> (c)Notwithstanding any provisions of this title, no person shall be inducted for training and service in the Armed Forces after July 1, 1955 except persons now or hereafter deferred under Section 6 of this title after the basis for such determent ceases to exist. [Emphasis added.]

65 Stat. 87. This section was codified at 50 U.S.C. App. §467(c).

The provision relating to authority for induction, 50 U.S.C. §467(c), has been revised several times. Each time the termination date was extended. The final extension, contained in subsection (c) of Public Law 92-129, extended the termination date from July 1, 1971 to July 1, 1973.

The Universal Military Training and Service Act was renamed the Military Selective Service Act of 1967 by Public Law 90-40 §1(1) on June 30, 1967. 81 Stat. 100. It is now designated the Military Selective Service Act by Public Law 92-129, Title 1,§101(a)(1), passed September 28, 1971. 85 Stat. 348.

"The expiration of the authority to induct persons into the Armed Forces under the Universal Military Training and Service Act, as amended", the last date for commencement of service for eligibility for Public Law 83-121's benefits, occurred either when the law was renamed on June 30, 1967 or when the authority for induction contained in 50 U.S.C. App. §647(c) finally expired on July 1, 1973. In either case, persons leaving the military now are not entitled to the benefits of Public Law 83-121. Someone entering Service on the last possible date, June 30, 1973, who served no more than the four years stipulated in Section 2(b) of Public Law 83-121 and applied within 90 days of separation or release from hospitilization continuing not more than one year after separation from active duty, id. at Section 2(a)(3), would have applied to enter the Postal Service in 1978.

I have attached copies of the following documents for your reference:

1. Public Law 83-121, 67 Stat. 173-4 (1953)

2. Universal Military Training and Service Act, Public Law 82-51, 65 Stat. 75, 87 (1951)

3. 50 U.S.C. App. §476, including Historical Note.

SLC:mjm

Enclosures

Public Law 121 CHAPTER 198

AN ACT

July 16, 1953
[S. 1684]

To facilitate civil-service appointment of persons who lost opportunity therefor because of service in the Armed Forces after June 30, 1950, and to provide certain benefits upon appointment.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That (a) any person (1) who serves in the Armed Forces of the United States at any time after June 30, 1950, and prior to the expiration of the authority to induct persons into the Armed Forces under the Universal Military Training and Service Act, as amended, (2) whose name appears on any civil-service register after June 30, 1950, with respect to a position in the Government of the United States or in the municipal government of the District of Columbia, and (3) during whose service in the Armed Forces subsequent to June 30, 1950, another eligible standing lower on such list of eligibles received a probational appointment therefrom, shall be entitled to be placed on the original or appropriate successor register for certification for probational appointment.

Veterans.
Restoration of civil-service eligibility.

65 Stat. 75.
50 USC app. 451, et seq.

(b) The Civil Service Commission is authorized and directed to place such persons on such original registers or appropriate successor registers with the same priority accorded persons entitled to the benefits of the Act entitled "An Act to provide benefits for certain employees of the United States who are veterans of World War II and lost opportunity for civil-service appointments by reason of their service in the Armed Forces of the United States", approved July 31, 1946 (Public Law 577, Seventy-ninth Congress), as amended.

Priority.

60 Stat. 749.
5 USC 645a and note, 645b.

(c) Upon the probational appointment of any such person as a result of such restored eligibility, he shall, for the purpose of determining (1) his rate of basic compensation, (2) his seniority rights, (3) in the case of a position in the postal field service, his grade and time-in-grade, and (4) in the case of a position to which the Classification Act of 1949, as amended, applies, his within-grade step increases (including credit for that period of time not used in determining his rate of basic compensation), be held to have been appointed to such position as of the earliest date the Civil Service Commission finds, in accordance with section 1 (a) of this Act, a lower ranking eligible was probationally appointed.

63 Stat. 954.
5 USC 1071 note.

(d) No regular employee in the postal field service shall be reduced to substitute status by reason of the enactment of this Act.

Postal field service.

SEC. 2. (a) No person shall be entitled to the benefits of this Act unless—

Requirements.

(1) he shall have been separated or relieved from active duty under honorable conditions from the Armed Forces;

(2) he is qualified to perform the duties of the position for which the register on which he is to be placed is established; and

(3) he makes application to be placed on such original register or appropriate successor register within ninety days after (A) the date of his separation or relief from active duty from the Armed Forces, (B) the date of the termination of hospitalization continuing for a period of not more than one year after his separation or relief from active duty from the Armed Forces, or (C) the date of enactment of this Act, whichever is later.

(b) No person shall be entitled to the benefits of this Act who—

(1) voluntarily continues service (including reenlistments) in other than a reserve component of the Armed Forces and who serves more than four years (plus any additional service imposed pursuant to law) or

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(2) serves more than four years after the date of entering upon active duty, or serves beyond the date upon which he is able to obtain orders relieving him from active duty following four years of service, in the Armed Forces (other than for the purpose of determining his physical fitness) whether or not voluntarily, in response to an order or call to active duty.

Restriction on compensation.

SEC. 3. No person shall be entitled to any basic compensation by reason of the enactment of this Act for any period prior to the date of his probational appointment in accordance with this Act.

Approved July 16, 1953.

Public Law 122 — CHAPTER 199

July 16, 1953
[H. R. 4823]

AN ACT

To convey by quitclaim deed certain land to the State of Texas.

Texas.
Conveyance.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Army is hereby authorized to convey by quitclaim deed to the State of Texas, for public park and recreational purposes only, such areas within the portion of Denison Dam and Reservoir project, Texas, designated as Eisenhower State Park, as he shall deem essential to provide building sites for permanent buildings and other improvements for public park and recreational purposes, but not to exceed one hundred and sixty acres, at fair market value as determined by him, which in no event shall be less than the cost to the Government of acquiring such areas, and under such terms and conditions as he shall deem advisable to assure that the use of said areas by the State will not interfere with the operation of said dam and reservoir project and such additional terms and conditions as he shall deem advisable in the public interest.

The conveyance authorized by this Act shall not pass any right, title, or interest in oil, gas, fissionable materials, or other minerals.

In the event actual construction of the said buildings and improvements has not commenced within five years from the effective date of this Act, or in the event said property shall cease to be used for public park and recreational purposes for a period of two successive years, then title thereto shall immediately revert to the United States.

Approved July 16, 1953.

Public Law 123 — CHAPTER 200

July 16, 1953
[S. 1544]

AN ACT

To repeal the authority to purchase discharge from the Army, the Navy, the Air Force, and the Marine Corps.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section 4 of the Act of June 16, 1890 (26 Stat. 158), and that part of the Act of March 3, 1893 (27 Stat. 717), which provides "and in time of peace the President may in his discretion, and under such rules and upon such conditions as he may prescribe, permit any enlisted man to purchase his discharge from the Navy, or the Marine Corps, the amounts received therefrom to be covered into the Treasury", are hereby repealed.

10 USC 651.
34 USC 196.

Approved July 16, 1953.

should be withdrawn or modified or a quota established, it shall make and publish a report stating its findings and conclusions.

Perishable agricultural commodities. Emergency action.

SEC. 8. (a) In any case where the Secretary of Agriculture determines and reports to the President and to the Tariff Commission with regard to any agricultural commodity that due to the perishability of the commodity a condition exists requiring emergency treatment, the Tariff Commission shall make an immediate investigation under the provisions of section 22 of the Agricultural Adjustment Act, as amended, or under the provisions of section 7 of this Act to determine the facts and make recommendations to the President for such relief under those provisions as may be appropriate. The President may take immediate action however, without awaiting the recommendations of the Tariff Commission if in his judgment the emergency requires such action. In any case the report and findings of the Tariff Commission and the decision of the President shall be made at the earliest possible date and in any event not more than 25 calendar days after the submission of the case to the Tariff Commission.

49 Stat. 773. 7 U. S. C. § 624. *Ante*, p. 74.

(b) Subsection (f) of section 22 of the Agricultural Adjustment Act, as amended, is hereby amended to read as follows:

62 Stat. 1250. 7 U. S. C. § 624 (f).

"(f) No trade agreement or other international agreement heretofore or hereafter entered into by the United States shall be applied in a manner inconsistent with the requirements of this section."

48 Stat. 944. 19 U. S. C. §§ 1001, 1201.

SEC. 9. (a) The second sentence of section 2 (a) of the Act entitled "An Act to amend the Tariff Act of 1930", approved June 12, 1934, as amended, is amended by striking out the word "sections" and inserting in lieu thereof the word "section" and by striking out "and 516 (b)".

52 Stat. 1086. 19 U. S. C. § 1516 note.

(b) Subsection (c) of section 17 of the Customs Administrative Act of 1938, as amended, is hereby repealed.

GATT.

SEC. 10. The enactment of this Act shall not be construed to determine or indicate the approval or disapproval by the Congress of the Executive Agreement known as the General Agreement on Tariffs and Trade.

61 Stat., Pts. 5 and 6.

Importation of certain furs. Restriction.

SEC. 11. The President shall, as soon as practicable, take such measures as may be necessary to prevent the importation of ermine, fox, kolinsky, marten, mink, muskrat, and weasel furs and skins, dressed or undressed, which are the product of the Union of Soviet Socialist Republics or of Communist China.

Approved June 16, 1951.

Public Law 51 — CHAPTER 144

AN ACT

June 19, 1951 [S. 1]

To provide for the common defense and security of the United States and to permit the more effective utilization of manpower resources of the United States by authorizing universal military training and service, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

TITLE I

1951 Amendments to the Universal Military Training and Service Act.

SECTION 1. The Selective Service Act of 1948 (62 Stat. 604), as amended, is further amended as follows:

Selective Service Act of 1948, amendments. 50 U. S. C. app. § 451 (a).

(a) Section 1 (a) of such Act is amended to read as follows:

"SECTION 1. (a) This Act may be cited as the 'Universal Military Training and Service Act'."

Short title of Act.

ing, determining his physical fitness to enter, or performing training duty in, the Armed Forces of the United States. Upon his release from training duty or upon his rejection, such employee shall, if he makes application for reinstatement within thirty days following his release, be reinstated in his position without reduction in his seniority, status, or pay except as such reduction may be made for all employees similarly situated."

(t) Section 13 (a) of such Act is amended to read as follows: 62 Stat. 623. 50 U. S. C. app. § 463 (a).

"(a) Nothing in sections 281, 283, or 284 of title 18 of the United States Code, in section 190 of the Revised Statutes (U. S. C. title 5, sec. 99), or in the second sentence of subsection (a) of section 9 of the Act of August 2, 1939 (53 Stat. 1148), entitled 'An Act to prevent pernicious political activities', as amended, shall be deemed to apply to any person because of his appointment under authority of this title or the regulations made pursuant thereto as an uncompensated official of the Selective Service System, or as an individual to conduct hearings on appeals of persons claiming exemption from combatant or noncombatant training because of conscientious objections, or as a member of the National Selective Service Appeal Board." 62 Stat. 697, 698. 18 U. S. C. §§ 281, 283, 284. 5 U. S. C. § 118i.

(u) Section 10 of such Act is amended by (1) amending the sixth sentence of the proviso appearing in section 10 (b) (3) to read as follows: "There shall be not less than one appeal board located within the area of each Federal judicial district in the United States and within each Territory and possession of the United States, and such additional separate panels thereof, as may be prescribed by the President."; and (2) by adding at the end of section 10 a new subsection as follows: 62 Stat. 618. 50 U. S. C. app. § 460. Appeal boards.

"(g) The Director of Selective Service shall submit to the Congress, on or before the 3d day of January of each year, a written report covering the operation of the Selective Service System and such report shall include, by States, information as to the number of persons registered under this Act; the number of persons inducted into the military service under this Act; and the number of deferments granted under this Act and the basis for such deferments." Report to Congress.

(v) Section 16 (b) of such Act is amended by striking out the word "and" and inserting before the period at the end thereof a comma and the following words: "and Guam". 62 Stat. 624. 50 U. S. C. app. § 466 (b).

(w) Section 17 of such Act is amended to read as follows: 62 Stat. 625. 50 U. S. C. app. § 467. Repeals.

"SEC. 17. (a) Except as provided in this title all laws or any parts of laws in conflict with the provisions of this title are hereby repealed to the extent of such conflict.

"(b) There are hereby authorized to be appropriated, out of any money in the Treasury not otherwise appropriated, such sums as may be necessary to carry out the provisions of this title. All funds appropriated for the administrative expenses of the National Security Training Commission shall be appropriated directly to the Commission and all funds appropriated to pay the expenses of training carried out by the military departments designated by the Commission shall be appropriated directly to the Department of Defense. Appropriations authorized.

"(c) Notwithstanding any other provisions of this title, no person shall be inducted for training and service in the Armed Forces after July 1, 1955, except persons now or hereafter deferred under section 6 of this title after the basis for such deferment ceases to exist." Induction prohibition after July 1, 1955. *Ante*, p. 83.

(x) Section 21 of such Act is amended (1) by striking out "July 9, 1951," and inserting in lieu thereof "July 1, 1953,", (2) by striking out "twenty-one" and inserting in lieu thereof "twenty-four", and (3) by adding the following at the end thereof: "Unless he is sooner released under regulations prescribed by the Secretary of the military department concerned, any member of the inactive or volunteer reserve who served on active duty for a period of 12 months or more in any branch 64 Stat. 319. 50 U. S. C. app. § 471. Release of certain reservists.

Health Service, and of all other officers and employees of the Public Health Service, and all functions of all agencies of or in the Public Health Service transferred to Secretary of Health, Education, and Welfare by Reorg. Plan No. 3, of 1966, eff. June 25, 1966, 31 F.R. 8855, 80 Stat. 1610, set out in the Appendix to Title 5, Government Organization and Employees.

Legislative History. For legislative history and purpose of Act June 24, 1948, see 1948 U.S.Code Cong.Service, p. 1989. See, also, Act Sept. 27, 1950, 1950 U.S.Code Cong.Service, p. 3953; Act June 19, 1951, 1951 U.S.Code Cong. and Adm.Service, p. 1472; Pub.L. 86-70, 1959 U.S.Code Cong. and Adm.News, p. 1675; Pub.L. 86-624, 1960 U.S.Code Cong. and Adm.News, p. 2983; Pub.L. 92-129, 1971 U.S.Code Cong. and Adm.News, p. 1439.

Library References

Armed Services ⇐20.1(3). C.J.S. Army and Navy § 25 et seq.

Notes of Decisions

1. Minister of religion

Record disclosing that Local Selective Service Board inquired whether defendant received compensation as minister and whether defendant was minister within terminology of religious sect and that Local Board and Appeal Board used other factors did not disclose that Local Board and Appeal Board had employed erroneous standards in determining whether defendant was minister within meaning of subsec. (g) of this section. U. S. v. Mientke, D.C.Wis.1967, 278 F. Supp. 177, affirmed 387 F.2d 1009, certiorari denied 88 S.Ct. 1261, 390 U.S. 1011, 20 L.Ed.2d 162.

§ 467. Repeals; appropriations; termination date

(a) Except as provided in this title [sections 451 to 471a of this Appendix] all laws or any parts of laws in conflict with the provisions of the title [said sections] are repealed to the extent of such conflict.

(b) There are authorized to be appropriated, out of any money in the Treasury not otherwise appropriated, such sums as may be necessary to carry out the provisions of this title [sections 451 to 471a of this Appendix]. All funds appropriated for the administrative expenses of the National Security Training Commission shall be appropriated directly to the Commission and all funds appropriated to pay the expenses of training carried out by the military departments designated by the Commission shall be appropriated directly to the Department of Defense.

(c) Notwithstanding any other provisions of this title [sections 451 to 471a of this Appendix], no person shall be inducted for training and service in the Armed Forces after July 1, 1973, except persons now or hereafter deferred under section 6 of this title [section 456 of this Appendix] after the basis for such deferment ceases to exist.

June 24, 1948, c. 625, Title I, § 17, 62 Stat. 625; June 23, 1950, c. 351, 64 Stat. 254; June 30, 1950, c. 445, § 1, 64 Stat. 318; June 19, 1951, c. 144, Title I, § 1(w), 65 Stat. 87; June 30, 1955, c. 250, Title I, § 102, 69 Stat. 224; Mar. 23, 1959, Pub.L. 86-4, § 1, 73 Stat. 13; Mar. 28, 1963, Pub.L. 88-2, § 1, 77 Stat. 4; June 30, 1967, Pub.L. 90-40, § 1(12), 81 Stat. 105; Sept. 28, 1971, Pub.L. 92-129, Title I, § 101(a)(35), 85 Stat. 353.

Historical Note

1971 Amendment. Subsec. (c). Pub.L. 92-129 extended the termination date from July 1, 1971, to July 1, 1973.

1967 Amendment. Subsec. (c). Pub.L. 90-40 extended the termination date from July 1, 1967, to July 1, 1971.

1963 Amendment. Subsec. (c). Pub.L. 88-2 extended the termination date from July 1, 1963 to July 1, 1967.

1959 Amendment. Subsec. (c). Pub.L. 86-4 extended the termination date from July 1, 1959 to July 1, 1963.

1955 Amendment. Subsec. (c). Act June 30, 1955 extended the termination date from July 1, 1955 to July 1, 1959.

1951 Amendment. Act June 19, 1951 amended section generally to provide for repeal of all conflicting laws, to appropriate certain funds directly to the Commission, and to provide for the termination date of July 1, 1955.

1950 Amendments. Subsec. (b). Acts June 23, 1950, and June 30, 1950, extended the period of effectiveness for fifteen days until July 9, 1950, and again extended it from July 9, 1950, to July 9, 1951.

Effective Date of 1971 Amendment. Section 101(a)(35) of Pub.L. 92-129 provided in part that: "The amendment made by the preceding sentence [extending the termination date of the authority to induct and train persons for service in the Armed Forces from July 1, 1971, to July 1, 1973] shall take effect July 2, 1971."

Termination of National Security Training Commission. The National Security Training Commission expired June 30, 1957, pursuant to a Presidential letter on Mar. 25, 1957, following its own recommendation for its termination.

Legislative History. For legislative history and purpose of Act June 24, 1948, see 1948 U.S.Code Cong.Service, p. 1989. See, also, Act June 30, 1950, 1950 U.S.Code Cong.Service, p. 2669; Act June 19, 1951, 1951 U.S.Code Cong. and Adm.Service, p. 1472; Act June 30, 1955, 1955 U.S.Code Cong. and Adm.News, p. 2265; Pub.L. 86-4, 1959 U.S.Code Cong. and Adm.News, p. 1412; Pub.L. 88-2, 1963 U.S.Code Cong. and Adm.News, p. 609; Pub.L. 90-40, 1967 U.S.Code Cong. and Adm.News, p. 1308; Pub.L. 92-129, 1971 U.S.Code Cong. and Adm.News, p. 1439.

Library References

Armed Services ⇐20.1(1, 3). C.J.S. Army and Navy §§ 4, 25 et seq.

Notes of Decisions

Cancellation of induction order 7
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Power of President 4
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Processing of registrants 5
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Retroactive effect 3

1. Construction with other laws

Termination of power of Selective Service to induct into Armed Forces as of July 1, 1971, did not result in expiration of entire Selective Service Act, section 451 et seq. of this Appendix, including section 462 of this Appendix under which defendant had been indicted. U. S. v. Jones, D.C.Cal.1971, 336 F.Supp. 878.

2. Purpose

This section which terminated Local Board's induction authority on July 1, 1971, was designed to terminate the operation of this Appendix except insofar as is necessary to preserve a structure that allows speedy induction of men into the Armed Forces. U. S. v. Carrillo, C.A.Cal.1974, 497 F.2d 559.

3. Retroactive effect

1971 amendment to this section reinstated Local Board's authority to induct and did not revive order for induction issued pursuant to 1967 Selective Service Act, former sections 301 to 318 of this Appendix. U. S. v. Carrillo, C.A.Cal.1974, 497 F.2d 559.

The 1971 amendments of this section extending power of induction until July 1, 1973 are retroactive to July 2, 1971. Doyle v. Massachusetts Local Bd. No. 72, C.A.Mass.1971, 451 F.2d 1002.

Conviction on Mar. 16, 1971 in Elective Service case was not abated because of provisions of this section to effect that, notwithstanding other provisions, no person shall be inducted for training and service in Armed Forces after July 1,

1971, except persons deferred un
tain section after basis for su
ment ceases to exist. U. S. v.
C.A.Cal.1971, 447 F.2d 1375.

4. Power of President

The President did not lose his
induct registrants into the Arm
ces by reason of provisions of
tion that no person shall be ind
training and service in Armed F
er July 1st, 1971 [extended to
1973], except persons deferred un
tain section after basis for su
ment ceases to exist. U. S. v
C.A.Cal.1972, 458 F.2d 389.

5. Processing of registrants

Action taken by appeal board
18, 1971, denying appeal of cons
objector claim was not a nullity
son of expiration of power to i
July 1, 1971, since Sept. 28, 197
ment extending power of induc
made retroactive to July 2,
since Local Boards and Appea
were continuously authorized t
registrants prior to inductio
power to induct had terminated
v. Tarr, C.A.Cal.1972, 469 F.2d
tiorari denied 93 S.Ct. 1557, 411
36 L.Ed.2d 311.

6. Reporting for induction

This section which terminate
Boards induction authority on
1971, terminated Local Boards'
to order registrants to report f
tion whenever it terminated aut
induct. U. S. v. Carrillo, C.A.Cal
F.2d 559.

Registrants' original inductio
did not create a continuing obli
registrants, who had not been
to report for induction after aut
induct terminated July 1, 1971.
Tarr, D.C.Ill.1972, 336 F.Supp. 104

7. Cancellation of induction orde

Where Local Board sent regi
der to report for induction on
1971, and registrant did not rep
ant to that order, the order
was cancelled by operation o
July 2, 1971, when the Loca
power to induct expired. U. S
lio, C.A.Cal.1974, 497 F.2d 559

Authority to induct persons
under section 451 et seq. of th
dix, did not expire on July 1, 1
this section providing no perso
inducted for training and serv
Armed Forces after July 1, 19
persons now or hereafter defer

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

February 20, 1987

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-3399

Dear Mr Burrus:

This is in further response to your August 29, 1986, letter regarding the special senority provisions outlined in Article 37 and Public Law 83-121 as they apply to certain veteran employees.

The U.S. Postal Service intends to continue to satisfy its obligations to all employees covered by Public Law 83-121, and will comply with the law with respect to all crafts. Because the law applies to a limited class of individuals who must satisfy certain specific requirements, it is impossible to respond more specifically unless there is a dispute involving a particular employee.

Should you have further questions regarding this matter, please contact Andrea Wilson at 268-5359.

Sincerely,

for John R. Mularski, General Manager
Programs and Policies Division
Office of Contract Administration

RECEIVED
FEB 27 1987
OFFICE OF
EXECUTIVE VICE PRESIDENT

American Postal Workers Union, AFL-CIO

817 14th Street, N.W., Washington, D.C. 20005

William Burrus
Executive Vice President
(202) 842-4246

August 29, 1986

Dear Mr. Fritsch:

This is to inquire regarding the position of the U.S. Postal Service as to its obligation to employees governed by provisions of Article 37, Section 2 D 6 and Public Law 121.

These provisions establish the rights of employees who lost a period of eligibility on the hiring register because of active military duty and were subsequently restored to a successor register following military duty. Such employees have entitlement to seniority rights, in-grade step increases and rate of compensation as though hired from the original register.

Please advise of the Postal Services intent in applying the above provisions.

Sincerely,

William Burrus
Executive Vice President

National Executive Board
Moe Biller, President
William Burrus
Executive Vice President
Douglas C. Holbrook
Secretary-Treasurer
Thomas A. Neill
Industrial Relations Director
th D. Wilson
or, Clerk Division
d I. Wevodau
Director, Maintenance Division
Donald A. Ross
Director, MVS Division
Samuel Anderson
Director, SDM Division
Ken Lenner
Director, Mail Handler Division

Regional Coordinators
Raydell R. Moore
Western Region
James P. Williams
Central Region
Philip C. Flemming, Jr.
Eastern Region
Neal Vaccaro
Northeastern Region
Archie Salisbury
Southern Region

Tom Fritsch,
Assistant Postmaster General
Labor Relations
United States Postal Service
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260

WB:mc

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

ARTICLE 37
SECTION 3A9
SUBJECT PROCUREMENT SUPPLY OFFICE

JUN 10 1985

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

Re: J. Barber
Phoenix, AZ 85026
H1C-5K-C 24341

Dear Mr. Connors:

This supersedes my May 20, 1985 letter concerning the above-cited grievance.

On May 2, 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 the grievant is covered by the collective bargaining agreement between the Postal Service and APWU/NALC.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. As previously agreed in case no. H1C-1N-C 8790, PSO bargaining-unit vacancies and employees are treated as if they are part of the appropriate bargaining unit of the MSC in which the PSO is domiciled. Whether this employee works in a bargaining-unit position that is covered by the provisions of our collective-bargaining agreement is a local issue suitable for regional determination.

Accordingly, as we further agreed, this case is hereby remanded to Step 3 for further development of the facts.

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

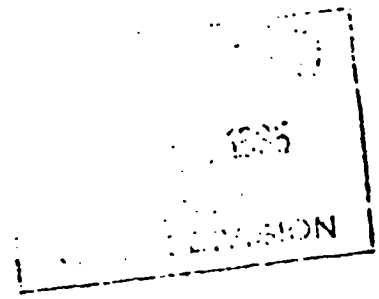
Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens
Muriel Aikens
Labor Relations Department

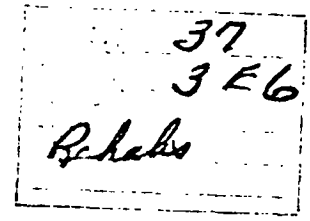
James Connors
James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

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



JUL 17 1985

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



Re: Local
Covina, CA 91722
H4C-5G-C 2

Dear Mr. Tunstall:

This supersedes my letter dated June 7, 1985.

On May 21, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether management properly assigned an employee in accordance with ELM 546.

After further review of this matter, we agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. This case is remanded to determine whether management properly assigned the employee in accordance with Subchapter 546 of the Employee and Labor Relations Manual.

In resolving this matter, the parties are to be guided by the following:

1. No former full-time regular shall be reemployed as an unassigned regular where a residual vacancy exists and the employee's physical condition would not prohibit the employee from fulfilling the duties of the residual vacancy in question.

2. A former full-time regular employee reemployed under 546.212 of the Employee and Labor Relations Manual as an unassigned regular shall be placed into the first residual vacancy that the employee is physically capable of performing, unless that employee is deemed the successful bidder for another position.

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

NOV 25 1983

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

37
3E
AUTOMOBILE
NOT REQUIRED

Re: J. Greenland
Spokane, WA 99210
H1C-5D-C 1807

Dear Mr. Wilson:

On November 10, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question raised in this grievance is whether the grievant has been improperly required to use his privately-owned auto for travel between stations to complete the duties of his assignment.

During our discussion, we agreed that the Postal Service does not require as a condition for bidding that a clerical employee use his/her privately-owned automobile to perform official duties.

Accordingly, we agreed to remand this case to Step 3 for application of the above to the fact circumstances involved.

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

Sincerely,

Margaret H. Oliver
Labor Relations Department

Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO

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

JAN 16 1984

Mr. Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: B. Ciardullo
Manchester, NH 03103
H1T-1K-C 19915

Dear Mr. Wevodau:

On December 21, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question raised in this grievance is whether management violated Article 19 by requiring the grievant to successfully complete several training courses before being promoted to the position of Engineman.

In discussing the case, we reviewed the settlement reached on grievance no. H1T-4F-C 6029 which provides in pertinent part, the following:

1. The intent of the parties is that the training courses set forth in the qualification standards shall not be considered as mandatory in every case. Instead, while management may assign such courses in its discretion, the decision shall be based on the nature of the particular assignment considered together with the capabilities and training of the individual employee. The parties agree that, while on the one hand it is essential to train an individual in every necessary respect, it is also appropriate to avoid training when it is unnecessary.

2. Nothing in this Award shall be construed as depriving an employee of existing rights to access to the grievance procedure in the event of a dispute as to the extent of training.

During our discussion, we agreed to resolve this case, as no further action is required; however, the above award is to be applied when training needs are determined in future situations such as that with which this grievance is concerned.

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

Sincerely,

Margaret B. Oliver
Labor Relations Department

Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO

LABOR RELATIONS

UNITED STATES
POSTAL SERVICE

November 4, 1996

NOV 1996

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

Dear Mr. Burrus:

This letter is to follow up the September 26 meeting and also acknowledge our concurrence that Letter Sorting Machine (LSM) employees who qualify based on the criteria set forth in Section 17 of the August 23, 1996 LSM Downsizing Memorandum of Understanding (MOU), will be provided saved grade pursuant to Section 10 of the MOU effective August 31, 1996.

Any employee who receives the saved grade based on this MOU will be required to comply with all bidding and application obligations of Article 4 to retain the saved grade status beginning the first full posting cycle following their placement into the saved grade status. The effective date and date of placement may be different dates.

If there are any questions regarding this matter, do not hesitate to contact me.

Sincerely,

Peter A. Sgro
Acting Manager
Contract Administration
APWU/NPMHU

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

William Burrus
Executive Vice President
(202) 842-4246

April 29, 1996

Dea r Tony:

In response to your letter of April 19, 1996, this is to initiate a Step 4 grievance protesting the employer's interpretation of Article 4 as defined in your correspondence. The union does not interpret Article 4 as limiting the rights of affected employees to "prior to being placed in another job.....or his/her job being abolished. The union interprets the provisions of Article 4 as applicable to employees upon learning that their assignments are eliminated as per a specific date. The parties have agreed that the union and the employees will receive advance notice when jobs are impacted by technological or mechanization change. Such advance notice initiates the protections of Article 4.

In addition, the APWU represents three (3) bargaining units in addition to the clerical craft, therefore the application of Article is not limited to Article 37.

Thank you for attention to this matter.

Sincerely,

William Burrus
Executive Vice President

Anthony J. Vegliante, Manager
Grievance & Arbitration Division
475 L'Enfant Plaza, SW
Washington , DC 20260

WB:rb

National Executive Board
Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Greg Bell
strial Relations Director

rt L. Tunstall
tor, Clerk Division

James W. Lingberg
Director, Maintenance Division

Robert C. Pritchard
Director, MVS Division

George N. McKeithen
Director, SDM Division

Regional Coordinators
Leo F. Persails
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Terry Stapleton
Southern Region

Raydell R. Moore
Western Region

LABOR RELATIONS

UNITED STATES POSTAL SERVICE

April 19, 1996

APR 1996

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

Dear Bill:

This letter is in response to your March 5 correspondence requesting the Postal Service interpretation as to the application of Article 4 to the current reassignment of employees due to RBCS implementation.

Based on our recent meeting, we understand the position of the APWU with respect to providing saved grade for identified impacted employees who voluntarily vacate impacted positions to lower level assignments prior to being involuntarily reassigned by the Postal Service. Further, the APWU suggested establishing a date in certain assignments/areas which have been identified as impacted in accordance with Article 12 and provide saved grade to all employees who subsequently bid to lower level jobs after that date. The Postal Service understands that proposal and is considering it fully.

However, your correspondence requested interpretation based on the current collective bargaining agreement. In responding to the inquiry in that specific light, if an employee voluntarily pursues and accepts other assignments prior to being placed in another job in accordance with Article 4 or his/her job being abolished in accordance with Article 37, he/she is not entitled to saved grade under the current provisions of the agreement.

If there are any questions concerning this matter, you may contact Peter A. Sgro of my staff at (202) 268-3824.

Sincerely,

for Anthony J. Vegliante
Manager
Contract Administration APWU/NPMHU

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

William Burrus
Executive Vice President
(202) 842-4246

March 5, 1996

Dear Tony:

This is to raise an issue regarding the salary level of LSM operators whose jobs are eliminated due to the implementation of the RBCS national network. As per the provisions of Article 4, such displaced employees are entitled to saved grade when their duty assignments are eliminated. To circumvent this protection, local managers are making employees aware of future reductions in the LSM operation and the employees are bidding to available vacancies to avoid the excessing that is inevitable.

The parties have previously agreed that Impact Statements will be provided to the union no less than 90 days in advance and as much as 6 months, when possible, of the affect of automation. Such Impact Statements are required to identify the duty assignments excess to the staffing criteria and once this notice is provided to the union, the union interprets the national agreement that the saved grade provisions of Article 4, when applicable, apply to employees occupying duty assignments identified as excess. Subsequent voluntary bids by affected employees do not impact this right to saved grade, provided the employees comply with the requirement to bid to vacancies in the level of their former duty assignment.

By agreement of June 1, 1990, the parties agreed to the principles as provided above. This agreement expired with the terms of the 1990-1994 National Agreement and the parties did not agree to extend its provisions in subsequent contracts, however paragraph #5 of that agreement was reflective of the parties interpretation of Article 4 and its application to changes due to technology or mechanization.

National Executive Board
Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Greg Bell
Industrial Relations Director

[redacted]ert L. Tunstall
Director, Clerk Division

James W. Lingberg
Director, Maintenance Division

Robert C. Pritchard
Director, MVS Division

George N. McKeithen
Director, SDM Division

Regional Coordinators
Leo F. Persails
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Terry Stapleton
Southern Region

Raydell R. Moore
Western Region

This is to request the interpretation of the employer as to the application of Article 4 to the current reassignment of employees due to RBCS implementation.

Thank you for your attention to this matter.

Sincerely,

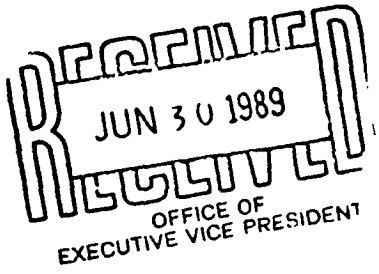
William Burrus
Executive Vice President

Anthony J. Vegliante, Manager
Grievance & Arbitration Division
475 L'Enfant Plaza, SW
Washington, DC 20260

WB:rb
opeiu#2
afl-cio

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

JUN 28 1989



Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4107

Dear Bill:

This is in response to your recent inquiry regarding rate protection for those employees whose positions are affected by automation.

Under the provisions of Article 4, Section 3, of the National Agreement, employees whose jobs are eliminated and who cannot be placed in a job of equal grade shall receive rate protection until such time as that employee fails to bid or apply for a position in the employee's former wage level. The specific policy is contained in the Employee and Labor Relations Manual, Section 421.51.

As we discussed, employees whose jobs are eliminated due to the deployment and utilization of automated equipment will be covered by the aforecited provisions.

Should you have any further questions regarding the foregoing, please contact Harvey White of my staff at 268-3831.

Sincerely,

Joe Mahon

Joseph J. Mahon, Jr.
Assistant Postmaster General

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

DEC 12 1988
OFFICE OF
EXECUTIVE VICE PRESIDENT

Mr. Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

DEC 5 1988

Re: R. Brown
Ardmore, OK 73401
H7N-3T-C 13947

Dear Mr. Hutchins:

On November 11, 1988, a meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management improperly refused to afford the grievant a saved grade of pay when his position was eliminated.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that since ELM 421.53 is not specifically limited to situations where employees are displaced due to technoligical or mechanization change, the grievant should be restored to the appropriate saved grade of pay, retroactive to March 12, 1988 and reimbursed $110.32 taken from his pay on pay period 10, without payment of any interest on any backpay calculated.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing consistent herewith.

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

Time limits were extended by mutual consent.

Sincerely,

Arthur S. Wilkinson
Grievance & Arbitration
Division

Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO

ARTICLE
SAVE FILE

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

Mr. Francis J. Conners APR 4 1985
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Dear Mr. Conners:

Recently you and Dave Noble met with George McDougald and myself in prearbitration discussion of H1N-1J-C 18920, Enfield, Connecticut. The question in this grievance is whether the grievant should receive salary protection because he lost his T-6 assignment due to insection bidding required by Article XII, Section 5.C.

It was mutually agreed to full settlement of this case as follows:

> If an employee, while assigned to the lower grade position and still in the protected rate period, voluntarily bids on a position in that same grade, such a bid is not considered a voluntary reduction to a lower salary standing at the employee's request.

The grievant is to be appropriately compensated.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing H1N-1J-C 18920 from the pending national arbitration listing.

Sincerely,

W. E. Henry Jr.
William E. Henry, Jr.
Director
Office of Grievance and Arbitration
Labor Relations Department

Francis J. Conners 4/17/85
Francis J. Conners (Date)
Vice President
National Association of
Letter Carriers, AFL-CIO

Enclosure

NAT'L. HEADQUARTERS
RECEIVED
AUG 5 1983
SDM DIVISION

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

AUG 4 1983

9
Protected Rate

Mr. Michael Benner
Director, SDM Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Benner:

On August 2 you met with Sherry Barber in prearbitration discussion of H1C-5D-C 8540, Tacoma, Washington. The question is whether or not the grievant forfeited salary rate protection provided under ELM 421.51 when she bid on a new assignment.

It was mutually agreed to full settlement of this case as follows:

> If an employee, while assigned to the lower grade position and still in the protected rate period, voluntarily bids on a position in that same grade, such a bid is not considered a voluntary reduction to a lower salary standing at the employee's request.

Please sign the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing it from the pending national arbitration listing.

Sincerely,

W. E. Henry

William E. Henry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department

Michael Benner 8/5/83

Michael Benner
Director
SDM Division
American Postal Workers
Union, AFL-CIO

Date

Enclosure

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

Re: H7C-NA-C 91
W. Burrus
Washington, DC 20005

Dear Mr. Burrus:

On September 21, 1990, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns an employee's right to rate protection when reassigned to lower level positions as a result of automation.

During our discussion, we mutually agreed that this issue has been resolved as the result of a memorandum of understanding between the USPS and the APWU, dated June 1, 1990. On the basis of the parties agreement, as outlined in the June 1, 1990 MOU, we further agreed that this grievance is moot and shall be considered closed.

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

Time limits were extended by mutual consent.

Sincerely,

Arthur S. Wilkinson
Grievance and Arbitration
Division

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

Date: 10-1-90

MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

The parties mutually agree that the following provisions apply when clerk craft employee excessing is impacted by technological or mechanization changes and employees are placed in assignments requiring the entrance exams of ON-400, ON-440 and ON-450.

(1) Excessed employees who have not passed the required entrance exam may request, in writing, placement in a lower level residual vacancy within or outside the installation in lieu of placement in vacancies in the same or another craft. The seniority of such employees after reassignment shall be established pursuant to Article 37, Section 2.

This option to waive the required exam and begin the accrual of seniority in the lower level position shall be available only at the time the employee is excessed and exercises a choice of assignment. Subsequent waivers may be made only through the application for vacancies as provided in paragraph 3.

2) Excessed employees who do not request placement in a lower level and for whom no vacancies exist within or outside the craft in the same level within a 35-mile radius may be involuntarily assigned to the duties of a lower level vacancy. If no vacancies exist within a 35-mile radius, the Employer will meet with the Union at the regional level to identify vacancies beyond the 35-mile radius. (The parties agree that the 35-mile radius specified above is agreed to for purposes of this Memorandum and has no bearing on the parties' positions in other circumstances.)

(a) While assigned to the duties of a position for which the employee is not qualified on the entrance exam, such employees may submit application for residual vacancies in the lower level position to which they have been assigned. Their applications will be considered by seniority for residual vacancies that are unbidded.

(b) While assigned to the duties of a lower level position, employees who fail to bid or apply for all vacancies in their wage level in the installation to which assigned will void their rate protection, and they will assume the salary level of the duties to which they have been assigned. Such reassigned employees' seniority for bidding will be established pursuant to the craft provisions.

(c) Those who bid for positions in their wage level, but who are unsuccessful will be considered unassigned regulars and may be placed in residual vacancies within their wage level to positions for which they meet the minimal qualifications (Article 37, Section 3.F.10).

(3) Employees involuntarily placed in a vacant assignment, exercising a choice of vacancies or successful applicants to vacant positions, shall retain retreat rights to vacancies for which they are eligible. After exercising retreat rights, their seniority shall be established as though their service has been continuous in the position to which they retreated.

(4) Employees excessed pursuant to the utilization of automation under 1, 2 or 3 above shall maintain rate protection under the provisions of Article 4.

(5) Employees who have been identified as excessed and who are provided choices of existing vacancies shall be covered by the provisions of 1 through 4 and shall be treated as having been involuntarily excessed.

The parties mutually agree that the provisions of this agreement are not representative of their positions on other issues and may not use this document to further their arguments on other issues. The parties recognize the need to incorporate the principles above in the collective bargaining agreement and will address these issues in the 1990 negotiations. Subsequently, this agreement will expire on November 20, 1990, unless mutually extended by the parties.

for William J. Burrus

Joseph J. Mahon, Jr.
Assistant Postmaster General
Labor Relations Department
U.S. Postal Service

5-31-90
(Date)

William Burrus

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

6-1-90
(Date)

U.S. POSTAL SERVICE LABOR RELATIONS REPORTER				ARTICLE Appendix A
				SECTION 2
				PARAGRAPH C.5.b.(5)
ISSUE NO. 22	DATE 7/5/74	PAGES 1	SUPERSEDES: ISSUE NO. PAGE(S)	TRANSMITTAL LETTER NO. 5

SUBJECT: Seniority Rights of a Full-time Employee Who Elects To Change to a Part-time Flexible in Lieu of Reassignment:

When a full-time employee elects to change to a part-time flexible in the same craft or occupational group in lieu of involuntary reassignment, such employee should be placed at the top of the part-time flexible roster. The employee takes all of his seniority with him upon the change and accumulates additional seniority as a part-time flexible, which seniority goes with him upon any later conversion back to the full-time workforce.

If a full-time employee, junior to the employee who elected to change to part-time flexible as discussed above, is excessed or involuntarily reassigned to another installation, then, this junior employee has a retreat right in accordance with the requirements of Appendix A, Section II, Clerk Craft, Subsection C.5.b(6). The senior employee who changed to part-time flexible has no "retreat right" to the full-time workforce, but, as is the case with all part-time flexibles, the employee must wait until the Employer converts him to a full-time vacancy. However, the senior employee, who opted to change to part-time flexible in lieu of reassignment, would take all his seniority with him upon a later conversion to a full-time vacancy. This employee would be slotted into the full-time roster where appropriate and thus would be senior to any junior employee who had returned to the installation as a result of exercising his retreat rights.

LABOR RELATIONS

UNITED STATES POSTAL SERVICE

May 23, 1995

MANAGERS, HUMAN RESOURCES (ALL AREAS)

SUBJECT: Small Parcel Bundle Sorter (SPBS) Seating

Recent inquiry from the field has brought to light some problems related to SPBS seating devices. In regards to that subject, you should know that the American Postal Workers Union (APWU) and the Postal Service have agreed to conduct a joint study (testing) of SPBS seating. The study emanated from a Step 4 settlement, H7C-1R-C 30605 (see attachment).

Based on that settlement, all facilities should maintain a status quo with respect to SPBS seating, pending the outcome of the study. Those facilities which currently have SPBS seating devices may continue to use them, but no new seating should be introduced into the SPBS operations. The parties will be guided nationally by the study results.

Any grievances pursued by APWU despite the joint study should be denied, declared interpretive and sent to Step 4.

If there are any questions regarding the foregoing, please contact Curtis Warren at (202) 268-5359 or Dan Magazu at (202) 268-3825.

Anthony J. Vegliante
Manager
Contract Administration (APWU/NPMHU)

Attachment

Mr. Cliff J. Guffey
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: H7C-1R-C 30605
CLASS ACTION
ROCHESTER NY 14692

Dear Mr. Guffey:

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

The issue in this grievance involves seating devices for the Small Parcel and Bundle Sorter (SPBS)

During our discussion, we mutually agreed that joint testing of seating devices for the SPBS is appropriate. The parties will begin discussions regarding such joint testing as soon as possible.

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

Time limits at Step 4 were extended by mutual consent.

Sincerely,

Daniel P. Magazu
Grievance and Arbitration
Labor Relations

Cliff J. Guffey
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

Date: 10-21-94

MANAGER, HUMAN RESOURCES (AREA)
NEW YORK METRO AREA OFFICE

UNITED STATES POSTAL SERVICE

March 14, 1995

MEMORANDUM FOR SENIOR PLANT MANAGERS

SUBJECT: SPBS Keyer Seating

As a result of a recent photo in the NY Metro Update that showed SPBS Keyers utilizing seating devices, several grievances have been filed at P&D facilities with SPBS that have not previously permitted their keyers to utilize seating. They are claiming they also now be permitted to use seating on the SPBS.

Therefore the purpose of this letter is to recite for the record the USPS position on this issue:

1. The attached March 24, 1989 letter from Headquarters clearly established that seating for SPBS keyers is not permitted.
2. The reason for such a decision is not cost or efficiency, but rather safety.
3. The initial conclusions were that if the keyer was not properly aligned to the key pads, they could possibly place undue stress on their arms/wrists.
4. As such, seating is not to be provided the keyers.
5. At those facilities that have previously permitted seating on the SPBS whether willingly or unwillingly, you should do the following:

   Meet with the Union and explain to them Management's position in this matter.

   Give them notice as to when you plan to terminate the use of the seating

The Unions may allege that said seating must be provided as "heretofore" in accordance with Article 37, Section 5 of the National Agreement. We do not agree:

- The length of time the SPBS have been in place do not necessarily justify the concept of "heretofore". In other words, there has been no long history of utilizing seating.
- Article 37, Section 5 in our view, only applies to adjustable stools which are generally not used on SPBS.
- Even if we accept the concept of "heretofore", such does not preclude us from changing that practice if in fact we can prove a potential safety hazard to the employee. Safety overrides any work practice when and if we can prove a conflict.

6. A common related issue is the use of floor pads to cushion the need to stand. We strongly encourage you to provide such cushioning as an alternative to the seating issue.

7. You should know that a Task Force at Headquarters is reviewing this issue based on inquiries from the National APWU Office requesting clarification of the seating issue on SPBS machines. Initial data has been collected and three (3) cities (Philadelphia, Gaithsburg and St. Petersburg) have been designated as test sites starting as of April 1, 1995. The USPS has committed to be bound by whatever the Task Force recommends.

Questions in this matter should be referred to the District Manager, Human Resources for assistance.

Paul V. Tartaglia
Manager, Human Resources (Area)

Attach.

cc: D. Solomon - W/Attach.
F. Schmitt - W/Attach.

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

RECEIVED
APR 8 1985
AFPU
CLERK DIVISION

79

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

APR 5 1985

Re: Class Action
St. Petersburg, FL 33730
H1C-3W-C 40907

Dear Mr. Connors:

On April 1, 1985, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure.

The issue in this grievance involves the staffing of sweeper/tyers on the MPLSM.

During our discussion, it was mutually agreed that the following would represent a full settlement of this case:

> Under the present M-54 provisions, a minimum of three (3) sweeper/tyers will be utilized when the MPLSM is operating with twelve (12) consoles and is in full production.

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

Sincerely,

Muriel Aikens
Labor Relations Department

James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

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

OCT 1 1984

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Burrus:

On August 30 you met with Frank Dyer in prearbitration discussion of H1C-NA-C 81, Washington, D.C. The question in this grievance is whether the Postal Service may revert a vacant duty assignment once it has been posted for bid and no bids are received.

It was mutually agreed to full settlement as follows:

1. Normally, a duty assignment, once it has been posted for bid, will be filled consistent with 524.1 of the P-11 Handbook.

2. There may be, on occasion, exceptions wherein the Postal Service may leave vacant a duty assignment after it has been posted and no bids were received or there were no successful bidders. However, these exceptions must be operationally justified, and will be limited to changes such as those occurring through mechanization and technological changes, transportation changes, etc.

Please sign and return the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing H1C-NA-C 81 from the pending national arbitration listing.

Sincerely,

W. E. Henry

William E. Henry, Jr.
Director
Office of Grievance and Arbitration
Labor Relations Department

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

10-2-84
Date

Enclosure

American Postal Workers Union, AFL-CIO
817 Fourteenth Street N.W. Washington D.C. 20005 (202) 842-4250

MOE BILLER
President

November 4, 1983

James C. Gildea
Assistant Postmaster General
Labor Relations Department
U.S. Postal Service
Washington, D.C. 20260

Dear Mr. Gildea:

In accordance with provisions of Article 15 of the 1981 National Agreement the American Postal Workers Union submits the following issue to Step 4 of the grievance procedure.

Articles 37, 38, 39 and 40 require that if the employer chooses to exercise the option of reverting vacant assignments such decision must be made within the specified time limits of the specific craft articles. Previous grievance discussions and exchanges of correspondence have failed to adequately resolve the issue. The union maintains that such vacant assignments posted for bid that are not filled through the bidding process must be filled by the employer. The options of the employer do not extend to determining whether or not to fill the vacant assignment after the decision has been made to post the assignment.

Sincerely,

Moe Biller

Moe Biller,
President

MB:WB:mc

NATIONAL EXECUTIVE BOARD • MOE BILLER, President
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RICHARD F. WARD
JOHN F. RICHARDS
REGIONAL COORDINATORS
PHILIP C. TERRY, JR., Eastern Region

American Postal Workers Union, AFL-CIO
817 Fourteenth Street N.W. Washington D.C. (202) 842-4246

WILLIAM BURRUS
Executive Vice President

August 5, 1983

Mr. James C. Gildea
Assistant Postmaster General
Labor Relations Department
U.S. Postal Service
Washington, D.C.

RE: H1C-NA-C-54

Dear Mr. Gildea:

By letter of May 17, 1983, USPS responded to an interpretive dispute initiated by this office concerning the reversion of vacant positions. Local and regional USPS officials are interpreting the language of the Step 4 resolution as expanding the rights of postal management to refuse to fill vacant assignments if such assignment is not reverted within the prescribed 21-day time limit.

It was my clear understanding during the discussions that reference to the requirement to fill the assignments referred to on Page 3 of the settlement was a technical clarification of Article 37.3.A.1. and A.2. which does not specify an alternate method of filling vacancies beyond the posting procedure. However, the intent of this language and that at 524 of the P-11 Handbook clarifies the intent of the parties that vacant assignments must be filled if such are not reverted consistent with Article 37.3.A.1. and A.2. The employer's option to revert is tantamount to a "refusal to fill" and such option is provided during the 21-day period as specified.

Please advise this office of your interpretation.

Sincerely yours,

William Burrus

William Burrus
Executive Vice President

WB:mr
opeiu #2
afl-cio

NATIONAL EXECUTIVE BOARD • MOE BILLER, President
LIAM BURRUS — RICHARD T. WOODALL — JOHN F. RICHARDS — REGIONAL COORDINATORS — PHILIP TESSMOND, JR.

American Postal Workers Union, AFL-CIO

817 Fourteenth Street N.W., Washington, D.C. 20005 • (202) 842-4246

WILLIAM BURRUS
Executive Vice President

March 23, 1985

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

RECEIVED BY

APR 4 1983

INDUSTRIAL RELATIONS

Dear Mr. Gildea:

Language of Article 37, Section 3 A 1 and 2 is the subject of continued dispute at the local and regional levels. These disputes center on vacant duty assignments and the time period when they are subject to reversion.

The union interprets the provisions of Article 37, Section 3 A 1 and 2 as requiring that decisions to revert vacant duty assignments must be made within 21 days after the assignment becomes vacant. Failure to revert the position within the 21 days requires the posting of the vacant position and if the vacant duty assignment is not filled through the posting provisions and the vacancy is not being withheld pursuant to Article 12 the assignement is then filled by:

A. The assignment of an unassigned regular.
B. The conversion to full time and assignment of the senior machine qualified PTF to machine vacancies.
C. The conversion of the senior PTF to full time and assignment to the vacant position.

NATIONAL EXECUTIVE BOARD • MOE BILLER, President

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MIKE BENNER, Director, SDM Division
JOHN P. RICHARDS, Industrial Relations Director
KEN LEINER, Director, Mail Handler Division

REGIONAL COORDINATORS
RAYDEL R. MOORE, Western Region
JAMES P. WILLIAMS, Central Region
PHILIP C. FLEMMING, JR., Eastern Region
NEAL VACCARO, Northeastern Region
ARCHIE SALISBURY, Southern Region

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

May 17, 1983

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: W. Burrus
Washington, D.C. 20005
H1C-NA-C-54

Dear Mr. Burrus:

On May 2, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

The question raised in this grievance is whether or not a dispute exists between the American Postal Workers Union, AFL-CIO (APWU), and the U.S. Postal Service relative to the interpretation of language contained in Article 37, Section 3.A.1 and 2, of the 1981 National Agreement.

The APWU interprets the referenced provisions of the National Agreement as requiring that decisions to revert vacant duty assignments must be made within 21 days after the assignment becomes vacant. The Union stated that failure to revert the position within 21 days requires the posting of the vacant position. Additionally, it was the position of the APWU that, if the vacant duty assignment is not filled through the posting provisions and the vacancy is not being withheld pursuant to Article 12 of the National Agreement, the assignment is to be then filled by one of the following means:

RECEIVED
MAY 19 1983

A. The assignment of an unassigned regular.

B. The conversion to full time and assignment of the senior machine qualified PTF to machine vacancies.

C. The conversion of the senior PTF to full time and assignment to the vacant position.

There does not appear to be a serious interpretive dispute between our respective organizations relative to the contractual provisions with which this grievance is concerned. There is no question that the language in Article 37, Section 3.A.1, provides that all vacant duty assignments, except those excluded by the provisions of Article 1, Section 2, shall be posted within 21 days unless such vacant duty assignments are reverted or where such vacancy is being withheld pursuant to Article 12.

Moreover, Article 37, Section 3.A.2, provides in pertinent part that "The decision to revert or not to revert the position shall be made not later than 21 days after it becomes vacant . . . ." With this provision and the provision referenced in the preceding paragraph in mind, it is the Postal Service's view that there is a contractual obligation to post a vacant duty assignment within 21 days unless a decision is made within the specified time limits to revert the position. Further, it is our position that the posting of the position fully satisfies the requirements of Article 37, Section 3.A.1 and 2. If for some reason, such as the absence of bids or qualified bidders, the vacant duty assignment is not filled through the posting provisions of Article 37, the vacancy shall be filled by assigning an unassigned regular. Another means of filling such a vacancy would be through the conversion of a PTFS employee in accordance with applicable provisions of Article 37.

Although the latter action is certainly an option which may be taken in many instances, it is not mandatory under the provisions of Article 37, Section 3.A.1 and 2.

Sincerely,

George S. McDougald

George S. McDougald
(Acting) Director
Office of Grievance and
Arbitration
Labor Relations Department

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

October 6, 1989

RECEIVED
OCT 11 1989
OFFICE OF
EXECUTIVE VICE PRESIDENT

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

Dear Bill:

You recently inquired as to the position of the Postal Service on the posting of vacant duty assignments. You indicated that local managers are stating that, if there is an intent to change a duty assignment, the requirement to post within 21 days does not apply.

The Postal Service agrees that the provisions of Article 37.3.A.1 require that all vacant duty assignments, except those excluded by the provisions of Article 1, Section 2, shall be posted within 21 days unless such vacant duty assignments are reverted, or where such vacancy is being withheld pursuant to Article 12. Additionally, the decision to revert shall be made not later than 21 days after the position becomes vacant. An exception is not provided in order to contemplate a change in assignment.

However, it should be noted that the requirements of Article 37.3.A.1 are fully satisfied by the posting of the vacancy. If the vacancy is not filled through the posting provision, other methods may be used to fill the vacancy.

Sincerely,

Joseph J. Mahon, Jr.
Assistant Postmaster General

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

OCT 1 1984

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Burrus:

On August 30 you met with Frank Dyer in prearbitration discussion of H1C-NA-C 81, Washington, D.C. The question in this grievance is whether the Postal Service may revert a vacant duty assignment once it has been posted for bid and no bids are received.

It was mutually agreed to full settlement as follows:

1. Normally, a duty assignment, once it has been posted for bid, will be filled consistent with 524.1 of the P-11 Handbook.

2. There may be, on occasion, exceptions wherein the Postal Service may leave vacant a duty assignment after it has been posted and no bids were received or there were no successful bidders. However, these exceptions must be operationally justified, and will be limited to changes such as those occurring through mechanization and technological changes, transportation changes, etc.

Please sign and return the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing H1C-NA-C 81 from the pending national arbitration listing.

Sincerely,

W. E. Henry, Jr.
William E. Henry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department

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

10-2-84
Date

Enclosure

American Postal Workers Union, AFL-CIO

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

MOE BILLER
President

April 11, 1984

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

Re: HIC-NA-81

Dear Mr. Gildea:

In accordance with provisions of Article 15 of the National Agreement the union appeals to arbitration the dispute over the filling of vacant assignments.

It is the position of the union that vacant assignments not reverted or withheld in accordance with contractual provisions must be filled through other available means. The options of the employer do not extend to determining whether or not to fill the vacant assignment after the decision has been made to post.

Sincerely,

Moe Biller

Moe Biller,
President

MB:WB:mc

NATIONAL EXECUTIVE BOARD • MOE BILLER, President

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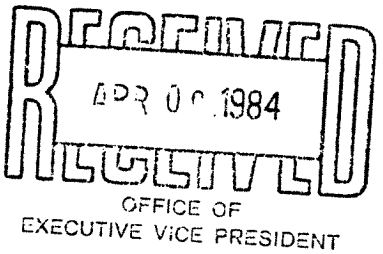
Northeastern Region
ARCHIE SALISBURY
Southern Region

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

April 5, 1984



Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: M. Biller
Washington, D.C. 20005-3399
H1C-NA-C 81

Dear Mr. Burrus:

On several occasions, we have discussed the above-captioned national level grievance which concerns the reverting of vacant duty assignments.

It is the position of the union that, if the Postal Service elects the option of reverting vacant assignments, it is required under the provisions of Articles 37, 38, 39 and 40 of the National Agreement to make such a decision within the time limits specified in these craft articles. Moreover, the union maintains that such vacant assignments posted for bid but not filled through the bidding process must be filled by the Employer through other means. The union further contends that the Employer's options "... do no extend to determining whether or not to fill the vacant assignment after the decision has been made to post the assignment."

As stated during our discussions and in an earlier national level grievance, H1C-NA-C 54, in which this issue was one of those raised in the case, it is the Postal Service's view that contractual provisions such as those contained in Article 37, Section 3.A.1 and 2, require the posting of a vacant duty assignment within any time limits specified unless a decision is made to revert the assignment within whatever time limits are specified in the contractual provisions. As we previously have stated, however, it is also our position that, where the provisions of Article 37, Section 3.A.1 and 2 are concerned, the posting of the assignment fully satisfies the contractual requirements of the referenced section.

The posting provides an opportunity for all employees who are eligible to bid for that assignment to do so. If no eligible employees elect to bid for the assignment, the placement of an unassigned regular into that assignment is a proper action. As we have indicated before, another means of filling such a vacancy would be through the conversion of a PTFS employee in accordance with the provisions of Article 37, Section 2.D.5., in the case of a Clerk Craft employee. This is an option, however, and is not required by the provisions of Article 37, Section 3.A.1 and 2.

In view of the foregoing, we do not agree with the position of the union that the provisions of Article 37, Section 3.A.1 and 2, require action beyond posting a vacant assignment for bid by eligible employees when a decision to revert that assignment has not been made within the specified time limits.

Sincerely,

George S. McDougald

George S. McDougald
General Manager
Grievance Division
Labor Relations Department

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

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

SEP 16 1985

Re: B. Walker
Fresno, CA 93706
H4C-5H-C 4708

Dear Mr. Tunstall:

On several occasions, the most recent being September 10, 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 management violated the National Agreement by placing the next senior bidder in Job #697 instead of the grievant.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether Job #697 was properly posted and awarded is a local dispute suitable for regional determination based upon the fact circumstances.

The parties at this level agree that, if after further investigation, it is determined that the job is a window position without a scheme and the senior bidder withdrew, the next senior bidder should have been placed into training consistent with the provisions of Article 37.3F(7).

Accordingly, we agreed to remand this case to the parties at Step 3 for application of the above understanding and further processing.

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

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens
Labor Relations Department

Robert L. Tunstall
Robert Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

THE POSTMASTER GENERAL
Washington, DC 20260

April 6, 1979

MEMORANDUM TO: Regional Postmasters General
District Managers
Management Sectional Center Managers
Bulk Mail Center Managers

SUBJECT: Requests for Voluntary Transfer/Reassignment

Since becoming Postmaster General, I have received considerable correspondence from field employees seeking assistance in obtaining transfers to other offices within the Postal Service. Some of these employees had been denied transfers for sound reasons; however, an equal number had received denials by field managers apparently only because it was not their "policy" to consider filling vacant positior by transfer.

There is much to be gained by considering the voluntary transfer of qualified, skilled and experienced Postal people in lieu of hiring new employees. The approval of transfer requests can improve morale and performance, and can be helpful in controlling the accession rate.

In light of the potential benefits that can be realized from granting transfers, short of instituting mandatory policy instructions which would impose restrictions on local hiring autonomy, I expect all managers to adhere to the basic guidelines set forth below concerning voluntary transfer requests.

I am not unaware of the impact that these basic guidelines may impose on some managers, especially in the "Sun Belt" offices which are currently receiving hundreds of transfer requests annually. I am also sensitive to field managers who are reluctant to grant reassignments because of local economic conditions, unemployment rates, and an uncertainty

concerning potential performance of transferees. Management reaction to these potential problems, however, cannot be to establish a blanket prohibition on transfers, or to implement other harsh limitations on transfers.

A. These guidelines are to be followed within the context of any rights and obligations established by applicable collective bargaining agreements and existing regulations concerning the transfer/reassignment of non-bargaining unit employees.

B. Installation heads may continue to fill authorized vacancies through promotion, internal reassignment and change to lower level, transfer from other agencies, etc., consistent with existing regulations.

C. Prior to hiring from entrance registers, installation heads will afford full consideration to all transfer requests from within the Postal Service. Such requests from qualified employees will not be unreasonably denied. Sound judgment must be exercised by all employing managers. Local economic and unemployment conditions, as well as EEO factors are valid concerns, however, they must not be used merely as an excuse in denying a transfer request. When hiring from entrance registers is justified based on these local conditions, an attempt should be made to fill vacancies from both sources. Under these circumstances, if there are sufficient qualified applicants for transfer, normally at least one out of every five entry level craft vacancies should be filled by the granting of a transfer request.

D. Responses to transfer requests such as "It is not my policy to accept transfers" are inconsistent with good employee relations and will not be acceptable. Where vacancies exist and consideration for reassignment is afforded an employee, both the gaining and losing installation head must be fair in their evaluations. A manager can only feel confident in making a reassignment decision if he or she can expect an accurate picture of an employee's work record. Evaluations must be valid and to the point, with unsatisfactory work records accurately documented. Management at the losing installation has the responsibility to deal with poor performance through normal corrective measures, including discipline where appropriate, and must not view voluntary transfers as a means for avoiding this responsibility.

Similarly, gaining installation managers must not deny deserving and qualified employees opportunities for reassignment because of unfounded reservations concerning performance. Prior disciplinary records must be reviewed carefully and objectively, taking into account the nature, seriousness, and frequency of the offense as well as the employee's performance record subsequent to the resulting discipline, before making a reassignment decision.

E. Responsible managers must respond timely to requests, granting the transfer where appropriate, or giving specific reasons for denial. Denials must be based on reasonable cause, such as documented poor performance, recent disciplinary action, excessive absenteeism, local employment conditions, etc. Similarly, employees must be notified promptly if no suitable vacancies exist or are expected in the near future.

F. Upon granting an employee's request for reassignment, the installation head will contact the employee's current installation head to arrange for mutually agreeable reassignment and reporting dates. A minimum of two weeks' notice to the losing office will normally be afforded.

G. For bargaining unit employees, when reassignments are granted to a position in the same grade, employees will be reassigned at the same grade and step. Step increase anniversaries will be maintained. Where voluntary reassignments are to a position at a lower level, employees will be assigned to the step in the lower grade consistent with Part 753.323 of the Postal Manual (soon to be issued as Chapter 420 of the Employee and Labor Relations Manual).

Salary adjustments for non-bargaining employees must be in accord with Chapter 410, Employee and Labor Relations Manual.

H. Full-time regular bargaining unit employees reassigned under these guidelines are not normally reassigned to full-time positions in the new installation if career Part-Time Flexible employees are available for conversion at the new installation. In such cases reassigned employees will be reassigned as Part-Time Flexibles in the new installation.

Full-time non-bargaining unit employees will be reassigned into full-time positions unless the reassignment is to a vacant bargaining unit position.

All employees reassigned to positions in the bargaining unit will have their seniority established in accordance with applicable collective bargaining agreements.

I. Relocation expenses will not be paid by the Postal Service incident to voluntary reassignment. Such expenses, as well as any resulting interview expenses, must be borne by employees.

J. Under no circumstances will employees be requested or required to resign, and then be reinstated in order to circumvent these pay provisions, or to provide for an additional probationary period.

Our employees are our most important resources, and deserve the utmost consideration in those areas which directly relate to their jobs and performance.

I will expect each of you to ensure that all offices afford individual and fair consideration to employees requesting reassignment, in keeping with the intent of this memorandum, and to manage reassignments in such a way as to make the Postal Service a better place to work for all of us.

William F. Bolger

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

Novebmer 5, 1992

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

Dear Bill:

This letter is in reference to our recent discussion concerning the status of Postal Source Data Technicians whose positions are abolished.

It is the position of the Postal Service that when such employees become unassigned full-time regulars, they maintain their position designation as Postal Source Data Technicians until they successfully bid or are assigned to a vacancy.

If there are any questions regarding the foregoing, please contact Curtis Warren of my staff at (202) 268-5359.

Sincerely,

Anthony J. Vegliante, General Manager
Programs and Policies Division
Office of Contract Administration

ASSOCIATE OFFICE PERSONNEL
(Utilization in SCF's) JPW

UNITED STATES POSTAL SERVICE
CENTRAL REGIONAL OFFICE
Chicago, Illinois 60699

OUR REF: 221:WPSweitzer:bp DATE: June 18, 1973

SUBJECT: Use of Associate Office Personnel in SCFs

TO:
All District Managers
Employee & Labor Relations Representatives
Central Region

In his March 19, 1973 memo to the District Managers, concerning the processing of circular mail at third class offices, Mr. Cels suggested that part-time flexible employees may be detailed from third class offices to the SCF or nearby first class post offices.

Since that time, we have received several complaints concerning the preferential treatment of these associate office employees. Specifically, it is alleged that they are being given special treatment to the detriment of regular employees at the local installation. Although these complaints are not necessarily contractual in nature, they do not lend themselves to maintaining a high degree of employee morale within the installation. Specific complaints cited were:

1. Associate office employees are never assigned undesirable or arduous tasks.

2. Associate office employees are receiving preferential schedules. Specifically, part-time flexible employees in the local office are working split shifts over a 13 1/2 hour period while associate office employees are being utilized on a straight six or eight hour assignment.

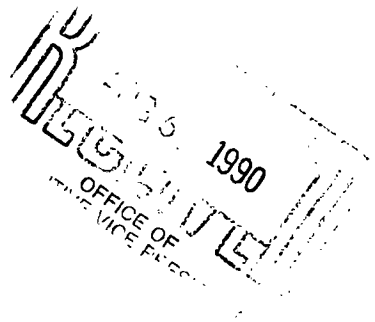
Please take whatever necessary action is needed in your district to resolve this type of problem. We do not wish to have this situation become a serious issue in the Central Region.

C. W. Van Antwerp
Manager, Labor Relations

UNITED STATES POSTAL SERVICE
ROOM 9014
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL (202) 268-3816
FAX (202) 268-3074

JOSEPH J MAHON JR
Assistant Postmaster General
Labor Relations Department

27 July 1990



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

Dear Bill:

This letter is in response to your June 27 correspondence.

The purpose of the job analyses for International Accounts and Accounting Technician is to provide information about developing exams and cut off scores and for validating standards for qualification and selection of employees.

The information about work behaviors and the knowledge, skills, and abilities needed to perform on the job that various surveys are designed to collect will be used only to validate standards for qualification and selection of employees. The purpose of these surveys is not to form a basis to "re-rank" these positions. Job analysis surveys which collect this kind of information are standard operating procedures to ensure that our qualification and selection criteria are valid and meet the needs of the job as it really exists in the field.

If you have any further questions regarding this matter, please contact Patricia Connelly of my staff at 268-3842.

Sincerely,

Joseph J. Mahon, Jr.
Assistant Postmaster General

OFFICIAL OLYMPIC SPONSOR

American Postal Workers Union, AFL-CIO
1300 L Street, NW, Washington, DC 20005

William Burrus
Executive Vice President
(202) 842-4246

June 27, 1990

Dear Mr. Mahon:

The Postal Service has conducted a number of studies on bargaining unit positions, most recently one for the position of International Accounts and Accounting Technician. Each of the notices to the Union contains the following statements, "all data collected will be used solely for the purpose of this study and not to evaluate employee performance or individual measurement."

The purpose of the studies is "to collect job information on work behaviors and the knowledge, skills, and abilities needed to perform on the job."

This inquiry is to determine if an intended purpose of the study is to form a basis for the re-ranking of positions, and if data collected can be used for that purpose. Please respond as to the use of the studies for this purpose.

Sincerely,

William Burrus
Executive Vice President

Joseph J. Mahon, Jr.
Asst. Postmaster General
U.S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

WB:rb

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MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

The parties mutually agree that the following provisions apply when clerk craft employee excessing is impacted by technological or mechanization changes and employees are placed in assignments requiring the entrance exams of ON-400, ON-440 and ON-450.

(1) Excessed employees who have not passed the required entrance exam may request, in writing, placement in a lower level residual vacancy within or outside the installation in lieu of placement in vacancies in the same or another craft. The seniority of such employees after reassignment shall be established pursuant to Article 37, Section 2.

This option to waive the required exam and begin the accrual of seniority in the lower level position shall be available only at the time the employee is excessed and exercises a choice of assignment. Subsequent waivers may be made only through the application for vacancies as provided in paragraph 3.

2) Excessed employees who do not request placement in a lower level and for whom no vacancies exist within or outside the craft in the same level within a 35-mile radius may be involuntarily assigned to the duties of a lower level vacancy. If no vacancies exist within a 35-mile radius, the Employer will meet with the Union at the regional level to identify vacancies beyond the 35-mile radius. (The parties agree that the 35-mile radius specified above is agreed to for purposes of this Memorandum and has no bearing on the parties' positions in other circumstances.)

(a) While assigned to the duties of a position for which the employee is not qualified on the entrance exam, such employees may submit application for residual vacancies in the lower level position to which they have been assigned. Their applications will be considered by seniority for residual vacancies that are unbidded.

(b) While assigned to the duties of a lower level position, employees who fail to bid or apply for all vacancies in their wage level in the installation to which assigned will void their rate protection, and they will assume the salary level of the duties to which they have been assigned. Such reassigned employees' seniority for bidding will be established pursuant to the craft provisions.

(c) Those who bid for positions in their wage level, but who are unsuccessful will be considered unassigned regulars and may be placed in residual vacancies within their wage level to positions for which they meet the minimal qualifications (Article 37, Section 3.F.10).

(3) Employees involuntarily placed in a vacant assignment, exercising a choice of vacancies or successful applicants to vacant positions, shall retain retreat rights to vacancies for which they are eligible. After exercising retreat rights, their seniority shall be established as though their service has been continuous in the position to which they retreated.

(4) Employees excessed pursuant to the utilization of automation under 1, 2 or 3 above shall maintain rate protection under the provisions of Article 4.

(5) Employees who have been identified as excessed and who are provided choices of existing vacancies shall be covered by the provisions of 1 through 4 and shall be treated as having been involuntarily excessed.

The parties mutually agree that the provisions of this agreement are not representative of their positions on other issues and may not use this document to further their arguments on other issues. The parties recognize the need to incorporate the principles above in the collective bargaining agreement and will address these issues in the 1990 negotiations. Subsequently, this agreement will expire on November 20, 1990, unless mutually extended by the parties.

for William J. Downes

Joseph J. Mahon, Jr.
Assistant Postmaster General
Labor Relations Department
U.S. Postal Service

5-31-90
(Date)

William Burrus

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

6-1-90
(Date)