

MAY 10 1983



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

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

May 6, 1983

Re: P. Wilhelm  
Providence, RI 02940  
H1T-1E-C 12559

Class Action  
Providence, RI 02940  
H1T-1E-C 11677

Dear Mr. Wevodau:

On April 20, 1983, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The question raised in these grievances is whether management violated Article 38 by filling a maintenance craft vacancy with an employee who requested a transfer.

During our discussion, we agreed that maintenance craft vacancies are filled in accord with the provisions set forth in Article 38.2. We also agreed that if preferred assignment registers and promotion eligibility registers are exhausted, a vacancy may be filled by transfer.

Accordingly, we agreed to remand the cases 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 these cases.

Sincerely,

Margaret H. 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 20260-0001

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.

Mr. James Connors

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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

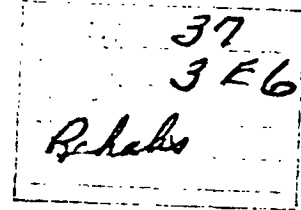
James Connors  
James Connors  
Assistant Director  
Clerk Craft Division  
American Postal Workers  
Union, AFL-CIO



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.