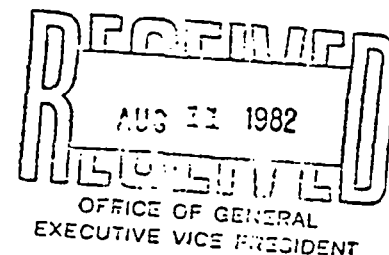




UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

August 10, 1982



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

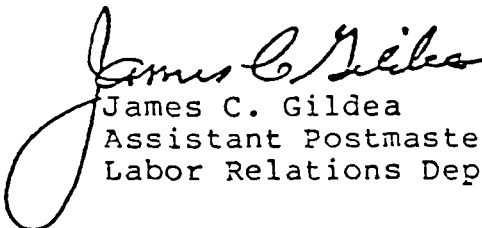
Dear Mr. Burrus:

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

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

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

Sincerely,


James C. Gildea
Assistant Postmaster General
Labor Relations Department



American Postal Workers Union, AFL-CIO

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

WILLIAM H. BURKE
General Executive Vice President

July 2, 1981

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

Dear Mr. Gildea:

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

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

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

The F-21 provides:

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

(underscoring added).

Chapter 420 reads:

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

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

The Contract and Chapter 420 provide no restrictions on

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

July 2, 1981
page 1

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

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

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

Sincerely,

William Burrus
William Burrus,
General Executive Vice President

WB:mc