



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:

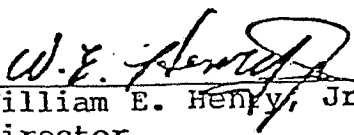
On August 30 you met with Frank Dyer in prearbitration discussion of HLC-NA-C 81, Washington, D.C. The question in this grievance is whether the Postal Service may revert a vacant duty assignment once it has been posted for bid and no bids are received.

It was mutually agreed to full settlement as follows:

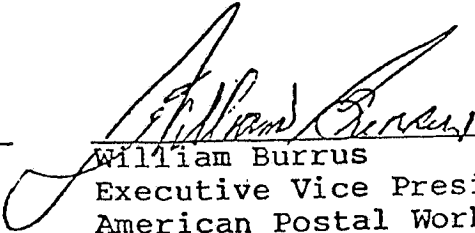
1. Normally, a duty assignment, once it has been posted for bid, will be filled consistent with 524.1 of the P-11 Handbook.
2. There may be, on occasion, exceptions wherein the Postal Service may leave vacant a duty assignment after it has been posted and no bids were received or there were no successful 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 HLC-NA-C 81 from the pending national arbitration listing.

Sincerely,



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

1595.



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

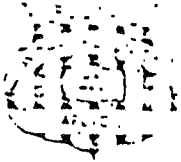
MB:WB:mc

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Western Region



American Postal Workers Union, AFL-CIO

817 Fourteenth Street, N.W. Washington, D.C. 20004 • (202) 842-4246

August 5, 1983

WILLIAM BURRUS
Executive Vice President

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 *WCB*
Executive Vice President

WB:MR
opeiu #2
afl-cio

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Director, Relations Division
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Eastern Region
JAMES HARRIS
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Regional Coordinator



American Postal Workers Union, AFL-CIO

817 Fourteenth Street N.W., Washington, D.C. 20005 • (202) 842-4240

WILLIAM BURRUS
Executive Vice President

March 23, 1983

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 assignment 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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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

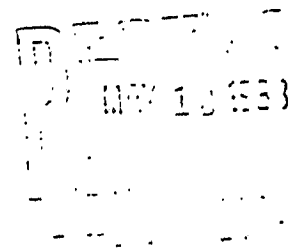
Dear Mr. Burrus:

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:



Mr. William Burrus

2

- 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 PTF employee in accordance with applicable provisions of Article 37.

Mr. William Burrus

3

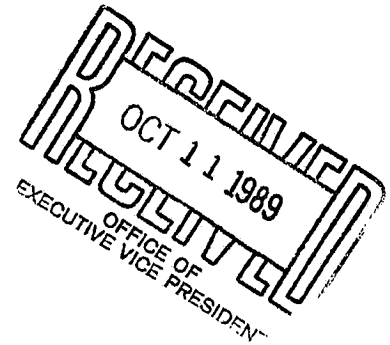
Although the latter action is certainly an option which may be taken in many instances, it is not mandatory under the provisions of Article 37, Section 3.A.1 and 2.

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



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'Entant 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:

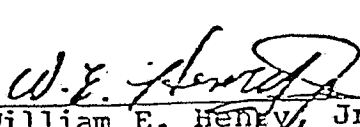
On August 30 you met with Frank Dyer in prearbitration discussion of HLC-NA-C 81, Washington, D.C. The question in this grievance is whether the Postal Service may revert a vacant duty assignment once it has been posted for bid and no bids are received.

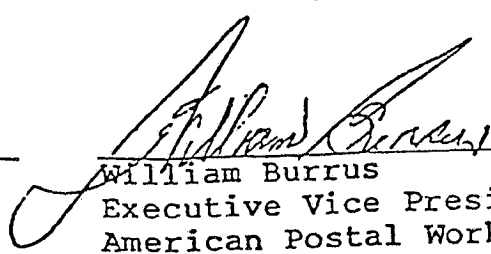
It was mutually agreed to full settlement as follows:

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 HLC-NA-C 81 from the pending national arbitration listing.

Sincerely,


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

7



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

WILLIAM BURRUS
Executive Vice President
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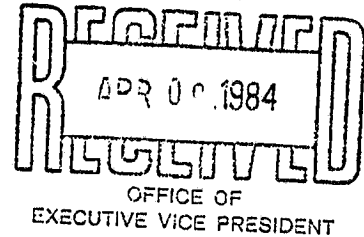
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Southern Region



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.


Mr. William Burrus

2

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
General Manager
Grievance Division
Labor Relations Department