

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

MAINTENANCE STEP 4 DECISIONS

- A. ASSIGNMENT OF WORK
- B. SUPERVISOR PERFORMING BARGAINING UNIT WORK
- C. COMPENSATION
- D. DOWNGRADING
- E. EXAMINATIONS
- H. HIGHER LEVEL
- L. LOCK-INS
- P. PROMOTIONS
- Q. QUALIFICATIONS
- R. RELIEF ASSIGNMENTS / REGISTERS (PERS AND PARS)
- S. SENIORITY / STAFFING / SUBCONTRACTING
- T. TRAINING / TRAVEL
- W. WORKCLOTHES

A. ASSIGNMENT OF WORK

A8-S-0946

H4T-5F-C-2941

AC-W-5815

H4T-1J-C-7935

H4T-4B-C-8684

AC-C-9541

H4T-3D-C-11015

H1T-1E-12559/11677

AC-NAT-14170

H1T-4C-C-14756

H8T-5E-C-15965

AC-W-15562

H4T-5D-C-17507

H1T-4J-C-18646

AC-NA-22690

H1C-4B-C-24091

H4T-2L-C-31107

MEMPHIS, TN

DENVER, CO

SEATTLE, WA

STAMFORD, CT

FLINT, MI

DETROIT, MI

GAINESVILLE, GA

PROVIDENCE, RI

WASHINGTON, DC

ST. PAUL BMC, MN

HONOLULU, HI

OAKLAND, CA

SPOKANE, WA

MILWAUKEE, WI

WASHINGTON, DC

LANSING, MI

TOLEDO, OH



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

February 23, 1981

Mr. Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: J. Neely
Memphis, TN
H8-T3FC18163/A8-S-0946

Dear Mr. Wevodau:

On December 1, 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.

The question in this grievance is whether or not management violated Article XXXVIII of the National Agreement by filling two newly established Level 6 Maintenance Mechanic, Mail Processing Equipment (MPE) vacancies from the entrance register.

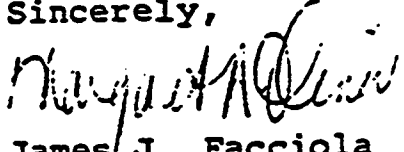
According to the information provided, the two vacancies were filled from the register only after management had afforded eligible postal employees an opportunity to occupy the positions.

Initially there were four vacancies and three employees at the installation who had qualified on the MPE examinations. Two of the qualified employees were promoted while one declined promotion.

A notice was posted giving employees an opportunity to take the MPE examination; however, the immediate need to fill the vacancies did not permit management to wait several weeks for test results.

In view of the steps taken by management, it is our position that a contractual violation has not occurred and the grievance is denied.

Sincerely,

for 
James J. Facciola
Labor Relations Department



RECEIVED

MAR 4 1986

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

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

MAR 3 1986

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: M. Johnson
Denver, CO 80202
H4T-5F-C 2941

Dear Mr. Wevodau:

On January 7, 1986, 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's placement in a bid assignment was delayed in violation of the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local dispute suitable for regional determination based upon the specific fact circumstances. If the grievant was a level 8 and bid the level 8 vacancy, then not placed in the new assignment within the time allotted in Article 38.6C, he shall be paid out-of-schedule premium pay from the end of such time limit within which to place until the date of permanent placement in the bid job. If the grievant was otherwise promoted to the level 8 retroactively, he is not entitled to the out-of-schedule premium pay.

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

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

Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens

Muriel A. Aikens
Labor Relations Department

Richard I. Wevodau

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



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

August 31, 1976

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU Local
Seattle, WA
AC-W-5815 (AC-76)/W1007-76A
APWU - 5815

Dear Mr. Wevodau:

On August 19, 1976, 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.

Based on the information contained in this grievance file, we find that the vacant maintenance craft positions set forth in this grievance should be posted or reverted and the details of employees from other crafts into those positions should be terminated.

Therefore, we conclude that this grievance is sustained.

Sincerely,

Michael J. Harrison
Michael J. Harrison
Labor Relations Department

SEP 1 1976

RECEIVED

MAR 21 1986



Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

MAR 20 1986

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: Class Action
Stamford, CT 06904
H4T-1J-C 7935

Dear Mr. Wevodau:

On February 19, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether maintenance craft employees are being properly utilized on maintenance routes.

During our discussion, we mutually agreed to settle this case based on our having no dispute relative to the meaning and intent of Handbook MS-47, Section 340 C. It is also our understanding that as stated at Step 3, in the Stamford facility, employees are not required to deviate from said routes on a repetitive, recurring basis.

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

Time limits were extended by mutual consent.

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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



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

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

MAR 11 1987

Re: Class Action
Flint, MI 48502-9998
H4T-4B-C 8684

Dear Mr. Wevodau:

On January 12, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a contractual violation occurred when a vacant ET-9 position was filled by transferring in an ET-9 from another office.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether the subject ET position was properly filled is a noninterpretive issue to be decided based on the fact circumstances.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing including arbitration if necessary.

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,


James W. Bledsoe
Labor Relations Department


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



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

FEB 25 1977

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

Re: APWU Local
Detroit, MI
AC-C-9541/5DET-1362
APWU 9541

Dear Mr. Wevodau:

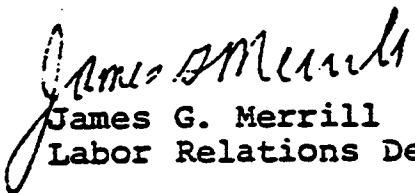
On January 11, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

It is mutually agreed that if the positions in question had the starting times changed and the off days remained the same, a posting is not permitted under the National Agreement. However, if the off days were changed regarding the positions in question these jobs should have been re-posted for bid. Based on the above, management is directed

to review the positions in question to determine if the off days were changed and if so these jobs shall now be reposted in accordance with provisions of Article 38 of the National Agreement.

Sincerely,


James G. Merrill
Labor Relations Department



RECEIVED

MAR 26 1986

Richard I. Wevodau
MAINTENANCE CRAFT DIVISION DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

MAR 25 1986

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: Class Action
Gainesville, GA 30501
H4T-3D-C 11015

Dear Mr. Wevodau:

On February 19, 1986, we met to discuss the above-captioned grievance at the fourth step of the contractual grievance procedure.

The issue in this grievance is whether filling a maintenance craft vacancy by transfer violated the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed that maintenance craft vacancies are filled in accord with Article 38, Sections 4 & 5. 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 this case to the parties at Step 3 for application of the above to the fact circumstances involved 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,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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



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.
HLT-1E-C 12559

Class Action
Providence, RI 02940
HLT-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.

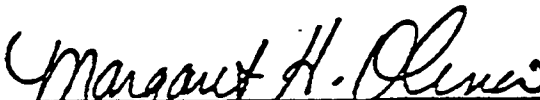
The question raised in these grievances is whether management violated Article 38 by filling a maintenance craft vacancy with an employee who requested a transfer.

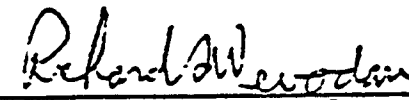
During our discussion, we agreed that maintenance craft vacancies are filled in accord with the provisions set forth in Article 38.2. We also agreed that if preferred assignment registers and promotion eligibility registers are exhausted, a vacancy may be filled by transfer.

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

Hauer



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

APR 14 1977

Mr. Richard I Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union,
AFL-CIO
817 14th Street, NW
Washington, DC 20005

Re: Washington, DC
AC-NAT-14170
APWU 14170

Dear Mr. Wevodau:

On March 4, 1977, 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.

Please be advised that the United States Postal Service concurs that the employee's bid position no longer exists when his hours are changed by eight hours or more. This change establishes a new position on another tour which contemplates the requirement of posting. Other significant changes affecting assignments should be processed in accordance with the appropriate portions of Article XXXVIII of the National Agreement and any applicable Memoranda of Understanding.

We trust that this resolves the grievance at hand.

Sincerely,

James G. Merrill
James G. Merrill
Labor Relations Department



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

June 30, 1983

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

Re: Class Action
St. Paul BMC, MN 55200
H1T-4C-C 14756

Dear Mr. Wevodau:

On June 8, 1983, we met 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.

The question in this grievance is whether management violated Article 38 of the National Agreement by reverting a Maintenance Control clerk position. The union contends that management violated the time limits set forth in Article 38 for reverting positions; that the reasons given for reverting the position were unacceptable; and finally that the duties continue to be performed so reversion was unnecessary.

It is the position of the Postal Service that Article 38.2.A. 4 & 5 establishes a 40-day time limit for completing the reversion process. Inasmuch as the process in this case was completed in 29 days, we find no contractual violation.

While questions relative to whether acceptable reasons were given and whether reversion was necessary are non-interpretive, in this particular case, the grievance file contained no information which would support the union's contentions.

Mr. Richard I. Wevodau

2

As we find no contractual violations, the grievance is denied.

Sincerely,

A handwritten signature in cursive script, appearing to read "Margaret H. Oliver".

Margaret H. Oliver
Labor Relations Department



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

June 11, 1981

Mr. Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU - Local
Honolulu, HI 96819
H8T-5E-C-15965
ASW 1944

Dear Mr. Wevodau:

On June 8, 1981, 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.

The question in this grievance is whether or not management violated Article XXXVIII of the National Agreement by not posting an Electronic Technician assignment as soon as it became vacant.

The Union contends that the assignment should have been posted and any residual vacant assignment withheld.

In this case, management determined that the least adverse operational impact would result from the assignment in question remaining vacant until a qualified candidate became available. Under these circumstances, in our view, a contractual violation did not occur.

Accordingly, as we find no violation of the National Agreement, this grievance is denied.

Sincerely,

Margaret H. Oliver
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

AUG 26 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 Fourteenth Street, N. W.
Washington, DC 20005

Re: W. Thompson, et al
Oakland, CA
AC-W-15,562/W-3654-6
APWU-15,562

Dear Mr. Wevodau:

On August 10, 1977, 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.

Please be advised that management concurs that the grievants bid positions no longer exists where a change in scheduled hours moves these positions from one tour to another. In view of the foregoing, the postmaster at Oakland, California is hereby directed to post the three positions covered by this grievance for bid as new positions.

Sincerely,

James L. Tessier
Labor Relations Department



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

MAR 11 1987

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: Local
Spokane, WA 99210-9998
H4T-5D-C 17507

Dear Mr. Wevodau:

On January 12, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether local management is required to post requested positions once they have received higher level management authorization for the positions.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This issue can be resolved at the regional level through application of Article 38.4.A.1.

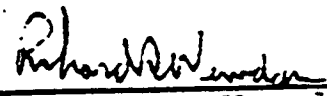
Accordingly, we agreed to remand this case to the parties at Step 3 for further processing including arbitration if necessary.

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,


James W. Bledsoe
Labor Relations Department


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



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

September 22, 1983

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

Re: Class Action
Milwaukee, WI 53203
HLT-4J-C 18646

Dear Mr. Wevodau:

On August 2, 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 or not management violated the 1981 National Agreement by filling a maintenance craft assignment with a non-bargaining unit employee who had requested a lower level position.

During our discussion, we agreed as follows:

1. Maintenance craft vacancies are filled in accord with the provisions set forth in Article 38.2.
2. Article 38.2.C.6 does not apply to non-bargaining employees.
3. A non-bargaining employee can be selected to fill a maintenance craft vacancy if the preferred assignment register and promotion eligibility register are exhausted.

Accordingly, we agreed to remand this case to Step 3 for application of the above and appropriate action.

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

Mr. Richard I. Wevoda

2

Time limits were extended by mutual consent.

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

January 2, 1979

Mr. Richard I. Wevodau
Executive Vice President, Maintenance Craft -
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU National
Washington, DC
AC-NA-22690

Dear Mr. Wevodau:

On November 14, 1978, 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.

The issue raised in this grievance is whether or not it is proper to revert full-time Maintenance Control Clerk positions in order to establish Maintenance Control and Stock Clerk, SP2-35, positions.

We do not believe that there is any appreciable difference between the position taken by the Union in this case and the Postal Service's position relative to the manner in which the Maintenance Control and Stock Clerk position is to be used.

In creating the subject position, it was intended that it would be used in small maintenance capable offices where there was not sufficient work on a tour to justify either a full-time Maintenance Control Clerk or Tool and Parts Clerk position.

In our view, however, it would not be contrary to the spirit or intent of the action taken to create the combined position if it were used in situations where there is work over and above that which can be performed by incumbents of full-time Maintenance Control Clerk and Tool and Parts Clerk positions on a tour but an insufficient amount of such work to warrant establishing either or both of these positions on a full-time basis.

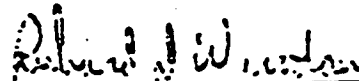
In view of the foregoing, there does not appear to be a National dispute between the Union and the Postal Service relative to the issue with which this grievance is concerned. In order to minimize the probability of this issue being brought forth as a grievance in local offices, however, we are sending copies of this decision to all Regional General Managers, Labor Relations, for their information and guidance.

If you are in agreement with the position we have taken relative to this issue, please indicate by signing this decision letter and the attached copy. Please return the copy to me.

Sincerely,



James G. Merrill
General Manager
Grievance Division
Labor Relations Department



Richard I. Wevoda
President
Maintenance Craft
American Postal Workers
Union, AFL-CIO

EL303



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

AUG 10 1984

RECEIVED

AUG 13 1984

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

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

Re: N. Schonfeld
Lansing, MI 48924
HLC-4B-C 24091

Dear Mr. Wevodau:

On July 27, 1984, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure.

The question raised in this grievance is whether management properly filled the subject MPE mechanic positions.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. The parties agree that the subject positions were additional positions and are not "new or changed jobs" as identified by Article 4, Section 3 of the National Agreement. The only question is whether the subject MPE Mechanic positions were filled in accordance with the P-11 Handbook and Employee and Labor Relations Manual. Therefore, this case is suitable for regional determination.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.

Please sign a copy of this letter as your acknowledgment of agreement to remand this case.

Sincerely,

Thomas J. Lang
Thomas J. Lang
Labor Relations Department

Richard I. Wevodau
Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers



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

RECEIVED

JUN 4 1987

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

JUN 3 1987

Re: Class Action
Toledo, OH 43694
H4T-2L-C 31107

Dear Mr. Wevodau:

On May 21, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether an ET-8 position should be declared vacant and posted and filled as a result of the incumbent's being detailed to the position of Training Instructor at the Norman, OK training facility for more than a four month period.

During our discussion, we mutually agreed that the position of Training Instructor at the Norman facility is not a supervisory position. We agreed that there is no violation of Article 38.7G of the National Agreement presented in this case, and that management is not required to declare the position in question to be vacant.

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

Time limits were extended by mutual consent.

Sincerely,

Elizabeth A. Johnson
Elizabeth A. Johnson
Grievance and Arbitration
Division

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

B. SUPERVISOR PERFORMING BARGAINING UNIT WORK

A-S-1575

AC-N-8057

AC-S-8800

H4T-3W-C-11259

FT. LAUDERDALE, FL

GARDNER, MA

TULSA, OK

BRADENTON, FL



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

November 3, 1972

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

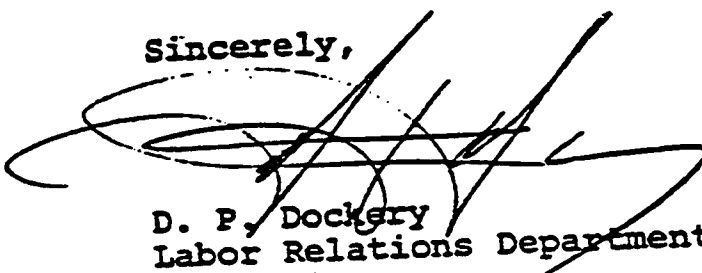
Re: Raymond Hoefer
Ft. Lauderdale, FL
A-S-1575/A-367
APWU #1654

Dear Mr. Wevodau:

On October 27, 1972, we met with you to discuss the above captioned grievance, at the fourth step of our contractual grievance procedure.

A review of the material submitted at the fourth step meeting indicates that the installation of new locks on apartment-type receptacles is work which is properly under the maintenance craft. Since there was no showing in this file that this work is specifically included in the job description of the supervisors performing it, it is our decision that for all future apartment-type installations at the Fort Lauderdale, Florida Post Office, the work of lock installation shall be done by a member of the maintenance craft.

Sincerely,



D. P. Dockery
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

December 2, 1976

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: U. Gallant
Gardner, MA
AC-N-8057/V76-7717
APWU 8057

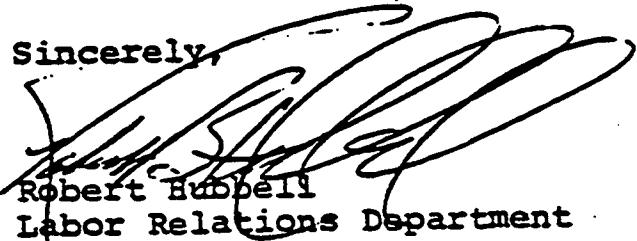
Dear Mr. Wevodau:

On November 16, 1976, 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.

The supervisor's actions in securing the building were in accordance with Article I, Section 6. To this extent, the grievance is denied. However, the evidence presented does not indicate a necessity for the supervisor to have "repaired" the street storage box. Local management is being advised that supervisors are prohibited from performing bargaining unit work except as specifically provided for in Article I, Section 6 of the National Agreement.

Sincerely,



Robert Hubbell
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

January 10, 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU Local
Tulsa, OK
AC-S-8800/A5-OK-6137
APWU-8800

Dear Mr. Wevodau:

On December 17, 1976, 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.

Although the union locally is complaining about the supervisor in question doing "repair and adjustment" work on the Mark II, the record is unclear as to what repairs and adjustments it is referring to. The file indicates that the problem with the Mark II on the night in question involved the clutch pot. It is indicated that the supervisor had a mechanic exchange the clutch pot but that the supervisor himself did not perform this function. However, it is also not clear in the record how extensive the supervisors involvement was in this situation.

It is the position of the U.S. Postal Service that supervisors will not perform bargaining unit work except as specifically provided in Article I, Section 6 of the National Agreement. By copy of this letter, the postmaster is instructed to take the necessary measures to apprise foreman Murdock of the requirements of Article I, Section 6 of the Collective Bargaining Agreement and to immediately cease and desist from performing any bargaining unit work except as specifically provided.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. E. Henry, Jr.", with a stylized flourish at the end.

William E. Henry, Jr.
Labor Relations Department



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

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

JUN 5 1986

Re: Class Action
Bradenton, FL 33506
H4T-3W-C 11259

Dear Mr. Wevodau:

On several occasions, the most recent being June 3, 1986, 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 instructing supervisors to change or install locks on apartment-type receptacles as part of their normal duties.

During our discussion, we mutually agreed that the following constitutes full settlement of this case:

The parties recognize that supervisors are prohibited from performing bargaining-unit work except under the conditions set forth in Article 1, Section 6 of the National Agreement.

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

Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens
Muriel A. Aikens
Labor Relations Department

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

C. COMPENSATION

STN-6

H4C-1M-C-5833

H4T-3A-C-7546

H1T-1J-C-12159-12566

H1C-2D-C-12738

H4T-5E-C-16931

NEW ORLEANS, LA

STATEN ISLAND, NY

FT. WORTH, TX

WASHINGTON, DC

BALTIMORE, MD

HONOLULU, HI

May 9, 1972

Mr. Richard I. Wevodau
Administrative Aide
American Postal Workers Union, AFL-CIO
817 - 14th Street, N.W.
Washington, DC 20005

RE: Grievance - R. A. DeSadier
New Orleans, LA.
STN-6

Dear Mr. Wevodau:

On April 21, 1972, we met with you to discuss the above captioned grievance in accordance with Article IX of the 1968 Agreement.

The matters presented by you concerning the grievance as well as all applicable contractual provisions have been reviewed and given careful consideration. As a result of this review the grievance is adjudicated as follows:

1. General mechanics will not be assigned to perform skilled maintenance on bulk conveyor systems unless under the direction and control of skilled personnel. If the general mechanic is used in lieu of skilled personnel without such supervision, higher level pay is applicable.
2. The general mechanic will not be assigned to perform skilled electrical work. He may be assigned to perform semiskilled electrical work under the direction and control of skilled personnel to insure that the work is completed correctly and in a safe manner. Higher level pay will not be applicable in the above circumstance since this is generally referred to in a general mechanic's job description.



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

RECEIVED

MAR 12 1986

Richard I. Wevodau
MAINTENANCE DIVISION DIRECTOR
AMERICAN POSTAL WORKERS UNION

MAR 10 1986

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: V. Gomez
Staten Island, NY 10314
H4C-1M-C 5833

Dear Mr. Wevodau:

On February 19, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is entitlement to compensation for time spent outside of the grievant's regular schedule in an interview.

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

1. Any job interviews conducted are to be on a no gain-no loss basis.
2. Management will not intentionally schedule interviews in order to avoid any payment applicable under the no gain-no loss principle.

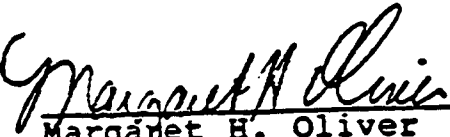
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

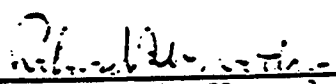
Mr. Richard I. Wevoda

2

Time limits were extended by mutual consent.

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



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

DEC 18 1985

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: P. Mann
Fort Worth, TX 76101
H4T-3A-C 7546

Dear Mr. Wevodau:

On October 25, 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 entitled to out-of-schedule pay for attending training without prior advance notification thereof.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local issue suitable for regional determination by application of paragraphs numbered 1 and 2 of case no. H8C-5F-C 9602 (enclosed) to the fact circumstances. In addition, paragraph 3 of said decision may be applicable if it is found that the grievant's regular work schedule was temporarily changed in order to attend recognized training for a portion of a tour and perform service in other than a training capacity for the remainder of the tour. A review of the fact circumstances will determine whether or not the grievant is entitled to out-of-schedule premium.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing including arbitration, if necessary.

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

Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens

Muriel Aikens
Labor Relations Department

Richard I. Wevodau

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



RECEIVED IN THE OFFICE OF

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

SEP 13 1983

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

SEP 9 1983

JAMES I. ADAMS

Dear Mr. Adams:

On September 7 you met with Frank Dyer in prearbitration discussion of the following cases:

H1T-1J-C 12159	H1T-1J-C 12165
H1T-1J-C 12160	H1T-1J-C 12562
H1T-1J-C 12161	H1T-1J-C 12566
H1T-1J-C 12164	

The question in these grievances is whether the Postal Service violated Article 8 by not compensating employees for time spent outside of their regular work schedules being interviewed for placement on a promotion eligibility register.

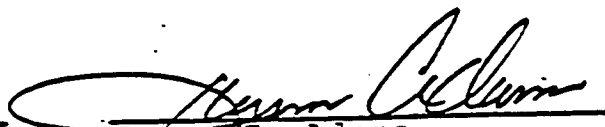
It was mutually agreed to full settlement of these cases as follows:

1. Any interviews conducted in regard to promotional opportunities are to be on a no gain-no loss basis.
2. Management will not intentionally schedule interviews in order to avoid any payment applicable under the no gain-no loss principle.

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

Sincerely,


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


James I. Adams
Assistant Director
Maintenance Division
American Postal Workers
Union, AFL-CIO

9/13/83
Date



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

RECEIVED

SEP 10 1985

Richard I. Wevoda
MAINTENANCE DIV. 174 111-11
AMERICAN POSTAL WORKERS UNION

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

SEP 8 1985

Re: Speights, et al
Baltimore, MD 21233
H1C-2D-C 12738

Dear Mr. Wevoda:

On August 16, 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 clerks are being required to replace turnaround belts on FSMs in violation of the the National Agreement.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. In a prior decision, the APWU indicated that clerk craft employees may be utilized to replace turnaround belts. However, it may be necessary to use MPE mechanics depending on the complexity of the problem. The parties at Step 3 should apply the above understanding to the facts in this case in order to resolve the issue in dispute.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing including arbitration, if necessary.

Mr. Richard I. Wevodau

2

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


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



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

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

JUL 2 1987

Re: E. Loo
Honolulu, HI 96820-9998
H4T-5E-C 16931

Dear Mr. Wevodau:

On January 12, 1987, you met with USPS representative, James Bledsoe, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the grievant was entitled to Out of Schedule (OOS) premium pay for relief coverage provided in excess of 5 days and on short notice.

After reviewing this matter, it was agreed that no national interpretive issue is fairly presented in this case. Whether the grievant was entitled to Out of Schedule premium is a local dispute suitable for regional determination by application of Part 434-622(h) of the ELM to the facts involved. Notwithstanding the above, we note the employee was paid OOS premium for three days work in the first week of work in the new assignment.

Accordingly, it was agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

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,

Richard E. Beyer

for Richard E. Beyer
Grievance & Arbitration
Division

Richard I. Wevodau

Richard I. Wevodau
Director
Maintenance Craft Division

2

We hope that the above guidelines will be helpful in determining higher level assignments in the future.

Sincerely,

J.G. Merrill
Labor Relations Division
Employee & Labor Relations Group

D. DOWNGRADING

H4T-1A-C-39

H4T-3P-C-647

H1T-5B-C-1126

H1T-2B-C-12000

H1T-3F-C-23778

NEW YORK, NY

CHARLESTON, NC

LOS ANGELES BMC, CA

SCRATON, PA

MEMPHIS, TN



RECEIVED

AUG 23 1985

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

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

AUG 22 1985

Re: G. O'Connor
GPO New York, NY 10001
H4T-1A-C 39

Dear Mr. Wevodau:

On August 16, 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 downgrading the grievant from an ET-10 to an ET-9 with saved grade.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether the said downgrade was warranted is a local dispute suitable for regional determination by application of Part C, Management Instruction AS-620-83-14 (issued October 1, 1983) to the specific fact circumstances.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing including arbitration, if necessary.

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

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



RECEIVED

MAY 21 1985

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

Richard I. Wevodau
MAIL ROOMS DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

MAY 20 1985

Re: A. Duchene
Charleston, SC 29401
H4T-3P-C 647

Dear Mr. Wevodau:

On March 16, 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 Article 19 of the National Agreement by reducing in grade an Electronic Technician (ET), level 9 to an MPE Mechanic, level 6. The grievant had failed two training courses required of ET-9s.

The union argues that the grievant, who had satisfactorily performed ET-9 duties for more than twelve years, was not properly given the requisite training.

It is the position of Postal Service that the grievance is procedurally defective. The grievant appealed his reduction in grade under the Veteran's Preference Act and the subject Merit Systems Protection Board hearing was held on April 4, 1985. Per Article 16.9, the grievant has thereby waived access to the grievance-arbitration procedure. Accordingly, the grievance is rejected.

Sincerely,

Carolyn M. Webb
Carolyn M. Webb
Labor Relations Department

19
F-12B
JUL 12 1982



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260
July 9, 1982

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

Re: O. Powell
(BMC), Los Angeles, CA 90201
H1T-5B-C 1126

Dear Mr. Wevodau:

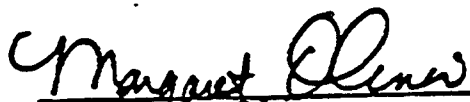
On June 25, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

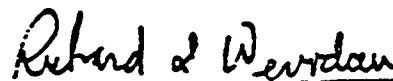
The question raised in this case involved the grievant's being downgraded from MPE Level 6 to Custodian as a result of failing to pass a training course at OPTO.

During our discussion, we mutually agreed that the action to downgrade the grievant was not improper. We also agreed that in view of all the circumstances involved in this case, the grievant is to be given the next training billet for the course in question. This action is being taken in full and final settlement of this case.

Please sign the attached copy of this decision as your acknowledgment of agreement to settle this case.

Sincerely,


Margaret Oliver
Labor Relations Department


Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union,
AFL-CIO



RECEIVED

AUG 1 1984

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

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

JUL 30 1984

Re: Shanley
Scranton, PA 18503
HLT-2B-C 12000

Dear Mr. Wevodau:

On June 14, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The grievance raises questions concerning specific fact circumstances relating to the grievant not being selected for a lower level assignment.

We mutually agreed that this issue does not fairly present an interpretive question. A higher level qualified employee who has previously submitted a request for assignment to a lower level shall be given consideration for filling a residual lower level vacancy after other appropriate employees have been assigned. If the higher level employee is not selected, the employee should be told the reason(s) why, if requested.

Accordingly, the grievance is remanded to Step 3 for the parties at that level to address the factual disputes, if any remain.

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

Time limits were extended by mutual consent.

Sincerely,

Robert L. Eugene
Robert L. Eugene
Labor Relations Department

Richard I. Wevodau
Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers Union



11-18-83
NOV 1 1983

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

November 9, 1983

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

Re: C. Smithart
Memphis, TN 38181
HLT-3F-C 23778

Dear Mr. Wevodau:

On October 26, 1983, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the National Agreement.

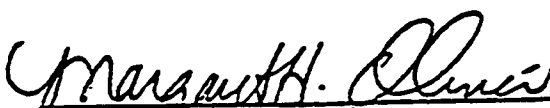
The question raised in this grievance involved whether the grievant was improperly reduced in grade and reassigned.

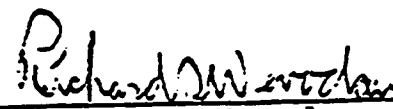
After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. Whether the action taken in this particular case was in accord with regulations is not a national interpretive question.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing, if necessary.

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


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

E. EXAMINATIONS

A-C-406

H1T-3F-C-5542

AC-S-8676

H4T-3D-C-20755

TOLEDO, OH

MEMPHIS, TN

FT. WORTH, TX

ATLANTA, GA



Employee and Labor Relations Group
Washington, DC 20260

July 10, 1972

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

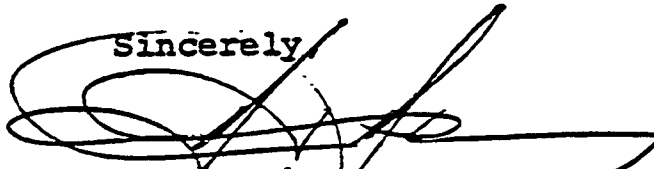
Re: Grievance - Thomas Hall
Toledo, OH.
A-C-406 (39)

Dear Mr. Wevodau:

On June 22, 1972, we met with you to discuss the above captioned grievance, at the fourth step of our contractual grievance procedure.

In reviewing the material presented by the Union at the fourth step hearing, it would appear that the mechanical aptitude test was the determining factor in the decision as to which of two individuals was the best qualified for the position of "letter box mechanic". Item 21 of the additional items states that the examination shall not be controlling in determining qualifications. The case is, therefore, remanded back to the Toledo, Ohio Post Office, for review of grievant, A. Zientowski's qualifications as against the qualifications of Mr. Thomas Hall without consideration of the result of the mechanical aptitude test. If this review indicates that the sole determining criteria was the mechanical aptitude test then the position of mail box mechanic shall be awarded to the grievant.

Sincerely,



D.P. Dockery
Labor Relations Division



11-16-82
INQV 1.5 1982

UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

November 12, 1982

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

Re: APWU Local
Memphis, TN 38101
H1T-3F-C 5542

Dear Mr. Wevodau:

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

This grievance involved special requirements for the position of Maintenance Mechanic, MPE Level 6, that were attached to a Notice of Intent issued on February 3, 1982.

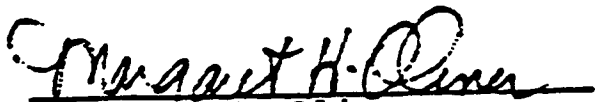
During our discussion, we agreed that candidates for vacant Maintenance Mechanic, MPE level 6, positions are required to complete the appropriate examination and that the Postal Service may require qualified applicants to satisfactorily complete a prescribed training course prior to assignment, reassignment, or promotion to the position. See Handbook P-12B, Qualification Standard No. 5300C (Sections E&F) dated March 1, 1977.

Accordingly, we further agreed to remand the case to Step 3 for further processing in accord with the above if necessary.

The time limit for processing this case was extended by mutual consent.

Please sign the attached copy of this decision as your acknowledgment of agreement to remand this case.

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

November 3, 1976

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: N. Powell
Ft. Worth, TX
AC-S-8676, AC-S-8677
/A5-DA-5557, A5-DA-5989
APWU 8676, 8677

Dear Mr. Wevodau:

On October 5, 1976, 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.

The record shows that the grievant was removed from the number two position on the promotional register for the position of Letter Box Mechanic solely because he had not passed the mechanical aptitude examination. The provisions of Article XXXIII stipulate that: "Written examinations shall not be controlling in determining qualifications." Since the grievant was rated as qualified for the position until it was determined he had not passed the test, it is obvious the written examination was controlling in disqualifying the grievant.

Accordingly, it is our determination that the grievant was inappropriately denied the referenced promotion. Therefore, the position of Letter Box Mechanic, posted April 13, 1976, shall be vacated and the grievant shall be designated the successful bidder with seniority and back pay entitlements as of April 22, 1976.

Sincerely,


William J. Downes
Labor Relations Department



RECEIVED

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

JUN 15 1987

Richard I. Wevoda
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

Mr. Richard I. Wevoda
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

JUN 11 1987

Re: Class Action
Atlanta, GA 30304
H4T-3D-C 20755

Dear Mr. Wevoda:

On June 2 and June 9, 1987, 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 has a contractual obligation to grant an employee a change of schedule to take an inservice examination.

During our discussion, we mutually agreed there is no contractual obligation to change schedules under the above circumstances. We further agreed that employees may submit a PS Form 3189 requesting a change of schedule; however, whether or not such requests are granted is at management's discretion.

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

Time limits were extended by mutual consent.

Sincerely,

Andre B. Buchanan
Andre B. Buchanan
Grievance & Arbitration
Division

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

H. HIGHER LEVEL

FORKLIFTS AND OTHER POWERED	INDUSTIRAL EQUIPMENT
STN-10	HOUSTON, TX
AC-C-507	MINNEAPOLIS, MN
APWU-609	WORCESTER, MA
A8-W-0772	SANTA ANA, CA
H1T-5H-C-7163	FRESNO, CA
AC-N-8256	PITTSFIELD, MA
H8T-2D-C-8478	NORTHERN, VA
AC-S-8796	AUSTIN, TX
AC-W-9052	BURBANK, CA
AC-S-10216	FT. WORTH, TX
AC-S-10430	FT. WORTH, TX
AC-S-15036	MEMPHIS BMC, TN
AC-S-15143	FT. WORTH, TX
H1T-5H-C-29378	WOODLAND, CA



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

December 12, 1986

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

Dear Mr. Wevodau:

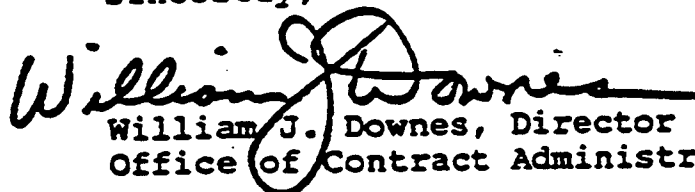
This is in response to your letter concerning higher level pay for Laborers, Custodial, PS-3, on any occasion they operate battery powered forklifts and other powered industrial equipment.

In your letter you referenced my May 13 memorandum directing the payment of higher level pay at the level 5 rate to Mail Handlers, PS-4, when they operate a jitney, forklift or pallet truck, are required to possess a valid SF-46, and perform the core requirements of the Mail Handler Equipment Operator, PS-5, position. In light of that memorandum, it is your position that Laborers, Custodial, are also entitled to level 5 pay when they operate that equipment.

The situation you raise differs from that of the Mail Handler Craft employee. The circumstances for payment of level 5 to Mail Handler Craft employees were an item agreed upon by representatives of the Postal Service and the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders, AFL-CIO, during contract negotiations. In those situations where management assigns a Laborer, Custodial, to operate forklifts the employee should be compensated as a Materials Handling Equipment Operator, PS-4, SP 1-9, Occupation Code 5704-01.

Please contact Joan Palmer on 268-3842 if you have any questions concerning this matter.

Sincerely,


William J. Downes, Director
Office of Contract Administration



OFFICE OF THE POSTMASTER GENERAL
Washington, D.C. 20260

May 11, 1972

Mr. Richard I. Wevodau
Administrative Aide
American Postal Workers Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005

Re: Grievance - B. Lartigue, M. Brown,
R. Londo, E. Harris
Houston, TX.
STN-10

Dear Mr. Wevodau:

On April 21, 1972, we met with you to discuss the above captioned grievance in accordance with Article IX, of the 1968 Agreement.

The matters presented by you concerning this grievance as well as the applicable contractual provisions have been reviewed and given careful consideration. As a result of this review we believe that the operation of a power driven waxer and other heavy duty industrial equipment as outlined in the job description of a custodial laborer level 3, are not encompassed or intended to apply within the job description of a level 2 custodian, therefore, the grievance is sustained.

The remedy in resolving this grievance is that in the future when the Postal Service assigns level 2 custodians to operate power driven waxers, buffers and other heavy duty industrial equipment the employee will be compensated at the higher level pay (level 3) for the time assigned to that duty. As we mutually agreed, there will be no retroactivity of pay for work performed in the past by the grievants regarding the use of power driven waxers.

Sincerely,

J.G. Merrill
J.G. Merrill

Labor Relations Division
Employee & Labor Relations Group



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

APR 14 1977

Mr. Richard I. Wevodau
Executive Vice President, Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: Warren Jackson
Minneapolis, MN
AC-C-507 (AC-25)/5MIN-36
APWU 507

Dear Mr. Wevodau:

This is one of several grievances, which we discussed, involving the question of compensation for the performance of functions itemized on the 3-FC-1M and 3-FC-2M Maintenance Checklists. In this and the other grievances, the Union contended that level 6 MPE Mechanics were entitled to level 7 pay for the performance of certain functions associated with the previously mentioned checklists.

As a result of meetings involving National Officers of the Maintenance Craft Division of the APWU and officials of the U. S. Postal Service Headquarters Maintenance Management and Labor Relations staffs, a new checklist containing inspection criteria for the Mark II Facer-Canceler has been developed. This checklist, which will be issued to field installations in the near future, identifies for pay purposes higher level (level 7) duties associated with maintenance of the Mark II Facer-Canceler.

One of the principal objectives of our discussions was to provide a means of clearly distinguishing between those Mark II-related duties which would, and those which would not, warrant higher level pay when performed by MPE-6 Mechanics. The new checklist accomplishes this.

Effective with the issuance of the new checklist, functions itemized on the list will normally be performed by MPE-7 Mechanics. When MPE-6 Mechanics are assigned to perform these functions, however, they will be compensated at the level 7 rate of pay for the period of time involved.

This action is being taken in a mutual effort to settle this grievance and, simultaneously, minimize the probability of a recurrence of similar grievances.

Please sign the attached copy of this letter as your acknowledgment of the agreed to settlement.

George S. McDougald
George S. McDougald
Labor Relations Department

Richard I. Wevoda
Richard I. Wevoda
Executive Vice President
Maintenance Craft
American Postal Workers Union,
AFL-CIO



OCT 4 1973

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

October 3, 1973

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

Re: William G. Troy
Worcester, MA
APWU-609

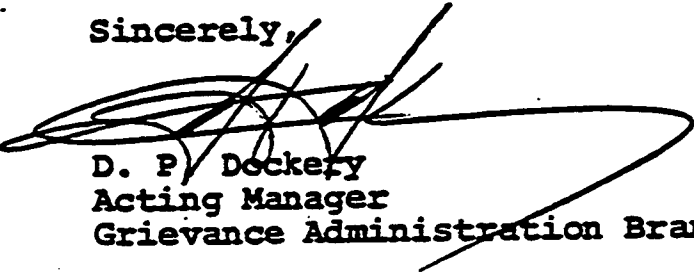
Dear Mr. Wevodau:

On September 25, 1973 we met with you to discuss the above captioned grievance, at the fourth step of our contractual grievance procedure.

Our review of the material submitted in step four indicates that grievant William G. Troy was assigned to a level seven position for a 40 hour period, from April 17 to April 21, 1972, which 40 hour assignment was outside of his basic bid schedule. It is our decision that Mr. Troy should have been paid not only the higher level pay for this work as a level seven, but time and a half at that rate for all hours outside of his forty hours.

The Postmaster at Worcester, Massachusetts is directed to make provisions for the payment of this additional monies to grievant Troy. The grievance is sustained.

Sincerely,



D. P. Dockery
Acting Manager
Grievance Administration Branch



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

September 5, 1980

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

Re: APWU - Local
Santa Ana, CA
A8-W-0772/W3T5GC8890
APWU 0772

Dear Mr. Anderson:

On July 22, 1980, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

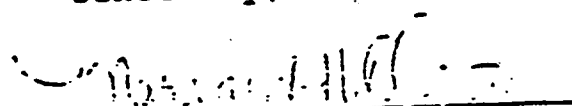
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

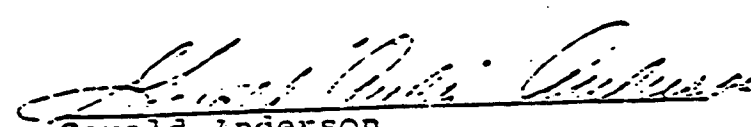
During our discussion, we mutually agreed to resolve this case with the understanding that whenever Maintenance Mechanics, Mail Processing Equipment, Level 6, perform Level 7 duties that are not a part of the duties listed on the Level 6 position description, the Level 6 employee will be paid at the higher level. Whether the Level 6 employee works alone will not be the sole determining factor for the purpose of granting higher level pay.

The time limits were extended by mutual consent.

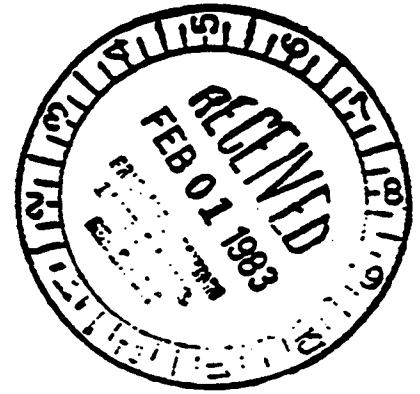
Please sign a copy of this letter as your agreement to this resolution.

Sincerely,


Margaret H. Oliver
Labor Relations Department


Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO

January 24, 1983



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

Re: E. Turner
Fresno, CA 93706
EIT-5H-C 7163

Dear Mr. Wevodau:

On January 18, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

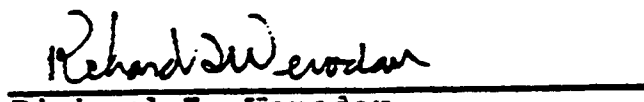
This grievance involved a request for higher level pay for a level 3 custodial laborer who operates a battery-powered riding sweeper.

During our discussion, we agreed to resolve this case based on our finding no entitlement to higher level pay. We also agreed that operation of the sweeper by a level 4 employee does not entitle lower level employees to higher level pay.

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

January 18, 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: B. Longstreeth
Pittsfield, MA
AC-N-8256/V76-8225
APWU 8256

Dear Mr. Wevodau:

On December 17, 1976, 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.

The provisions in Section 247.2 of Handbook M-52 do not, generally, contemplate the use of custodial employees to "shuttle" vehicles between points, whether on or off postal premises. Additionally, the job description of a Custodial-Laborer also does not contemplate that employees so assigned will perform the higher level function of driving vehicles. Further, the information of record fails to establish that the situation in question falls within the scope of the provisions of Article VII of the National Agreement. Notwithstanding these apparent deficiencies, it is noted that the custodial employee who performed the driving duties in question was properly compensated at the higher level rate of pay for performing this work.

By copy of this letter, local management is instructed to review the assignments within the maintenance craft to assure that they are consistent with the spirit and intent of the National Agreement, including Article VII on crossing craft lines, and other existing pertinent instructions.

Sincerely,



MAY 23 1983

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20250

Mr. Richard I. Wevodau MAY 20 1983
Director
Maintenance Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399



Dear Mr. Wevodau:

On May 17 you met with James J. Stanton in prearbitration discussion of H8T-2D-C 8478 and H8T-2D-C 8479, Northern Virginia, Virginia. The question in these grievances is whether management violated Article 25 by not compensating the grievants at the level 10 rate for time spent in training lower level personnel on ESP, ZMT equipment and LSM technology.

It was mutually agreed to full settlement of these cases as follows:

1. The grievants will be compensated at the PS-10 level for actual hours spent acting as on-the-job instructors in the onsite maintenance certification program. The compensation will be computed from the date 14 days prior to the filing of the grievance.
2. The future application of this settlement is limited to those PS-9 Electronic Technicians who are certified to act as OSMC-OJT informal instructors in the formal OSMC programs and who conduct all of the OJT phases including instruction of trainees, evaluation of trainees, certifying completion of training modules, and final certification of trainees.
3. This settlement is not applicable to those informal on-the-job instruction and guidance duties normally performed on an as-required-basis and outside of the formal OSMC programs.

Mr. Richard I. Wevodau

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

Sincerely,

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

Enclosure

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

5/31/63
Date



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

May 20, 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: Elias Mendez, et al
Austin, TX
AC-S-8796/A5-SA-6425
APWU 8796

Dear Mr. Wevodau:

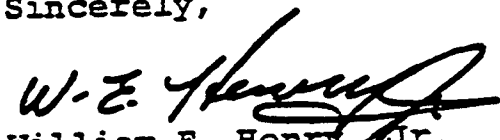
On December 17, 1976, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

As a result of our review in this case, we believe that the operation of a power-driven waxer and other heavy duty industrial equipment as outlined in the job description of a Custodial Laborer, level PS-3, is not encompassed or intended to apply within the job description of a level PS-2 Custodian; therefore, to this extent, the grievance is sustained.

By copy of this letter, the postmaster is instructed to take the necessary measures to assure that the three employees party to this grievance are compensated at the higher level rate of pay for the work performed using the power-driven waxer during the period June 1, 1976-June 4, 1976.

Sincerely,


William E. Henry, Jr.
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

File 1

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: J. Baldino
Burbank, CA
AC-W-9052/W1695-76A
APWU 9052

Dear Mr. Wevodau:

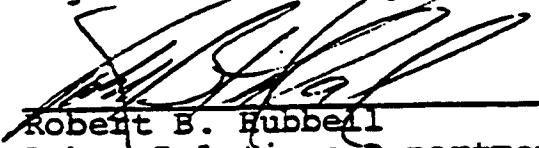
On December 1, 1976, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

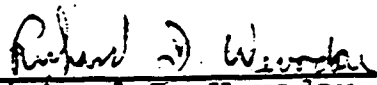
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

This settlement is without precedent and without prejudice to the position of either party, it may not be cited by either party in any future grievance, hearing, arbitration or for any other purpose.

We agreed to settle this grievance by granting the grievant level 4, higher level, compensation while driving a vehicle to transport supplies between stations and the main office and shuttling vehicles to and from the sectional center. The employee will be compensated at the higher rate for the time actually spent performing such driving duties beginning 14 days prior to the date of filing at Step 1.

Please sign the attached copy of this letter as your acknowledgement of the agreed to settlement.


Robert B. Hubbell
Labor Relations Department


Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union,
AFL-CIO



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

March 24, 1977

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

Re: F. Moffett
Ft. Worth, TX
AC-S-10216/A5-SW-7472
APWU 10216

Dear Mr. Wevodau:

On January 11, 1977, 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.

The employee will be compensated at the level 3 rate for all hours worked while operating waxers and scrubbers between the dates of June 11 through July 2, 1976. To this extent, the grievance is sustained.

Sincerely,

James G. Merrill
James G. Merrill
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

APV

MAY 2 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: I. Stewart
Ft. Worth, TX
AC-S-10430/A5-7975
APWU-10430

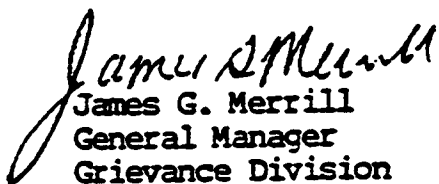
Dear Mr. Wevodau:

On January 11, 1977, 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.

The grievant will be compensated at the applicable Level 3 pay, a total of 185 hours while driving the wayne sweeper from July 5, 1976 through the date of this decision. To this extent, this grievance is sustained.

Sincerely,


James G. Merrill
General Manager
Grievance Division
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

JUL 29 1977

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

Re: APWU - Local
Memphis, TN (BMC)
AC-S-15036/A5-MS-10592
APWU 15036

Dear Mr. Wevodau:

On June 23, 1977, 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.

This settlement is without precedent and without prejudice to the position of either party, it may not be cited by either party in any future grievance, hearing, arbitration or for any other purpose.

Based on the evidence presented in this grievance, we mutually agreed to fully settle the grievance by granting the custodian Level 4 pay for the time spent operating the gasoline sweeper providing it is the type that is driven and requires a SF-46 to operate. We also agree that higher level wages were not required for operating the tractor.

By copy of this letter the general manager is instructed to pay any higher level wages during conformance with this agreed to settlement.

AUG 1 1977

Please sign the attached copy of this letter as your acknowledgement of the agreed to settlement.

Sincerely,

Karl A. Wise

Karl A. Wise
Labor Relations Department

Richard I. Wevoda

Richard I. Wevoda
Executive Vice President
Maintenance Craft
American Postal Workers Union,
AFL-CIO



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

JUL 20 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 Fourteenth Street, N. W.
Washington, DC 20005

Re: W. Williams
Fort Worth, TX
AC-S-15,143/A5SW-11265
APWU-15,143

Dear Mr. Wevodau:

On July 13, 1977, 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 received and given careful consideration.

The employee will be compensated at the Level 3 rate for all hours worked while operating power driven equipment such as buffers and scrubbing machines on December 15, 16, 17, 22, 23, 29 and 30, 1976. To this extent, the grievance is sustained.

Sincerely,

James L. Tessier
Labor Relations Department



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

RECEIVED

DEC 13 1985

RECEIVED
DEC 13 1985

DEC 12 1985

Mr. Thomas A. Neill
Industrial Relations Director
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Neill:

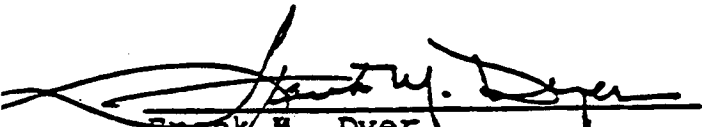
On September 10 we met in prearbitration discussion of HLT-5H-C 29378, Woodland, California. The question in this grievance is whether custodians with SF-46s should be paid higher level pay while driving postal vehicles to the carwash.

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

Lower level employees performing any duties requiring an SF-46 will be paid at PS-4 rate of pay.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing HLT-5H-C 29378 from the pending national arbitration listing.

Sincerely,


Frank M. Dyer
Labor Relations Specialist
Arbitration Division
Labor Relations Department


Thomas A. Neill
Industrial Relations
Director
American Postal Workers
Union, AFL-CIO

3-26-86
(Date)

Enclosure

L. LOCK-INS

H4T-5F-C-16120

H4T-1M-C-37575

DENVER, CO

FLUSHING, NY



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

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: W. Harvey
Denver, CO 80202
H4T-5F-C 16120

Dear Mr. Wevodau:

On November 21, 1988, 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 was improperly "locked-in" to a duty assignment pursuant to Article 38.6.A.6 of the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The parties at this level agree that an employee will be notified prior to completion of a training course that they will be required to remain in such duty assignment pursuant to Article 38.6.A.6. This may be accomplished by indicating such "lock-in" on the notice of training billet(s) or by notifying the employee in writing. We further agreed that this was a local issue suitable for regional determination based upon application of the aforementioned and Article 38 to the specific fact circumstances.

Accordingly, we agreed to remand this case to the parties for application.

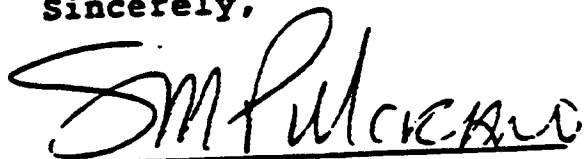
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Mr. Richard I. Wevoda

2

Time limits were extended by mutual consent.

Sincerely,



Samuel M. Pulcrano
Grievance & Arbitration
Division



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

(Date) 1 / 12 / 89



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

Mr. Richard I. Nevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: W. MacSaveny
Flushing, NY 11351
H4T-1M-C 37575

Dear Mr. Nevodau:

On several occasions, the latest being November 21, 1988, 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 was properly denied his request for the position of Engineman, PS-06 pursuant to Article 38.6.A.6 of the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The parties at this level agree that an employee will be notified prior to completion of a training course that they will be required to remain in such duty assignment pursuant to Article 38.6.A.6. This may be accomplished by indicating such "lock-in" on the notice of training billet(s) or by notifying the employee in writing. We further agreed that this was a local issue suitable for regional determination based upon application of the aforementioned and Article 38 to the specific fact circumstances.

Accordingly, we agreed to remand this case to the parties for application.

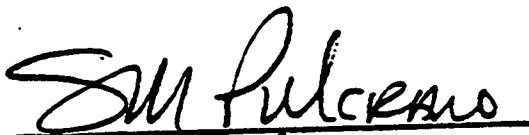
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,


Samuel M. Pulcrano
Grievance & Arbitration
Division


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

(Date) 1/6/89

P. PROMOTIONS

ET-8 (OSMC)

H4T-5D-C-92

A8-S-0665

H1T-1E-C-1539

H4T-5F-C-2912/2914

AC-S-4623

H4T-1K-C-9925

H1T-1E-C-11674

H1T-1E-C-12823

H1T-4C-C-12834

H1T-1E-C-13770

H1T-1J-C-14973

H1T-5B-C-17489

H1T-4B-C-18834

H1T-5H-C-21000

H1T-3A-C-27559

H1T-4C-C-28604/28645

H1T-1N-C-32187

H1C-4H-C-33466

H1T-1Q-C-42420

H1T-1M-C-43851

SEATTLE BMC, WA

SHREVEPORT, LA

WASHINGTON, DC

DENVER, CO

ATLANTA, GA

PORTLAND, ME

BOSTON, MA

BOSTON, MA

ST. PAUL BMC, MN

BOSTON, MA

SBMC, MA

LOS ANGELES, CA

DETROIT, MI

SACRAMENTO, CA

EL PASO, TX

MINNEAPOLIS, MN

NEW BRUNSWICK, NJ

SALINA, KS

ALBANY, NY

KENNEDY, NY



JAN 16 1981

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

January 15, 1981

Dear Mr. Wevodau:

This is in regard to your letter of December 17, 1980, concerning the assignment of employees to the ET-8 position.

Employees should be promoted to ET-8 upon their successful completion of the formal training course at the Technical Center. In the event of unsuccessful completion of the on-site maintenance certification (OSMC) phase, these employees will be returned to their former position.

If you have any questions regarding the foregoing, kindly contact Dan Kahn at 245-4731.

Sincerely,

James C. Gildea
Assistant Postmaster General
Labor Relations Department

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



RECEIVED

JUN 17 1985

Richard I. Wevodau
MAINTENANCE DIVISION DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

JUN 14 1985

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
Seattle BMC, WA 98003
H4T-5D-C 92

Dear Mr. Wevodau:

On May 16, 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 two grievants, who were sent to OPTO and successfully completed Electronic Technician training, must be promoted to Electronic Technicians, PS-8 even though no level 8 vacancies exist in the Seattle BMC. The grievants were sent for training so they could serve as ET-9 "backups" in emergency situations.

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

Based upon Maintenance Bulletin MMO-82-84 (05/03/84) and Regional Instructions, filing number 637 (04/06/78), the two subject grievants will be promoted to Electronic Technicians, PS-8. The promotions will be retroactive to December 8, 1984.

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

Sincerely,

Carolyn M. Webb
Carolyn M. Webb
Labor Relations Department

Richard I. Wevodau
Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers



RECEIVED MAY 14 1980

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

MAY 13 1980

Mr. William J. Kaczor
Executive Vice President, Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU - Local
Shreveport, LA
A8-S-0655/S8TCQC11396
APWU - 0655

Dear Mr. Kaczor:

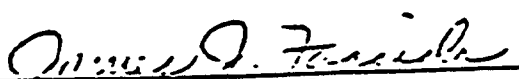
On May 9, 1980, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

During our discussion, we mutually agreed that there is no interpretive dispute between the parties at the National Level as to the meaning and intent of Article XXXVIII, Section 1.E8, as it relates to filling a General Mechanic position on the basis of senior qualified only when there are Mechanic Helpers in the installation.

Accordingly, as further agreed, this case is hereby remanded to Step 3 for further processing by the parties at that level based upon the fact circumstances involved.

Please sign a copy of this letter as your acknowledgment of agreement to remand this case.

Sincerely,


James J. Facciola
Labor Relations Department


William A. Kaczor
Executive Vice President
Maintenance Craft
American Postal Workers Union,

14
P-12B



7/1/82
10 10 1982

Dear Mr. Wevodau

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

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

Dear Mr. Wevodau:

On September 1, you met with Mort Miller in pre-arbitration discussion of H1T-1E-C 1539. The issue in this case is whether management violated Article 19 by adding a requirement to maintenance craft position that is not included in the P-12 B Handbook.

After a discussion of the issue, it was mutually agreed to full settlement of the case as follows:

1. Should management determine that driving is essential to the performance of a maintenance craft duty assignment, the notice of intent from which that assignment is to be filled will contain the requirement of a license to operate a motor vehicle (SF-46).
2. Maintenance craft employees who currently have licenses (SF-46) to operate Motor Vehicles will retain them provided that management determines that driving is essential to the performance of their duty assignments. SF-46's currently in the possession of other maintenance craft employees will be rescinded.

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing H1T-1E-C 1539 from the pending national arbitration listing.

Sincerely,

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

Richard I. Wevodau
Richard I. Wevodau
President, Maintenance Craft
American Postal Workers Union,
AFL-CIO



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

RECEIVED

MAR 10 1986

Richard I. Wevoda
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

MAR 7 1986

Re: J. Garcia
Denver, CO 80202
H4T-5F-C 2912

J. Garcia
Denver, CO 80202
H4T-5F-C 2914

Dear Mr. Wevoda:

On January 7, 1986, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether local management violated the National Agreement by requiring successful bidders to obtain government driver permits prior to placement in their new jobs.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. This is a local dispute suitable for regional determination by application of Part 142 of EL-303, Qualification Standards-Bargaining Unit Positions, Arbitrator Bloch's award in case no. H1C-NA-C 85, dated October 31, 1985, and Article 38.6C, of the National Agreement to the fact circumstances.

Accordingly, we agreed to remand these cases to the parties at Step 3 for further processing including arbitration, if necessary.

Mr. Richard I. Wevodau

2

Please sign and return the enclosed copy of this letter as our acknowledgment of agreement to remand these cases.

Time limits were extended by mutual consent.

Sincerely, .



Muriel A. Aikens
Labor Relations Department



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



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

August 11, 1976

AUG 16 1976

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU Local
Atlanta, GA
AC-S-4623 (AC-61)/A5-AT-3073
APWU - 4623

Dear Mr. Wevodau:

On July 27, 1976, 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.

Based upon our review of the information of record, we believe that corrective action is warranted in this case. Accordingly, instructions are being issued to ensure that A. L. Hammontree, the employee on behalf of whom the grievance was filed, is promoted to Electronics Technician (ET), Level 8. The promotion will be made retroactive to the date he successfully completed the appropriate training for the previously mentioned position. Any adjustments in pay necessitated by this action will be made.

To the extent indicated in this decision, the grievance is sustained.

Sincerely,

George S. McDougald
George S. McDougald
Labor Relations Department



UNITED STATES POSTAL SERVICE

**Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100**

**Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107**

SEP 15 1988

**Re: W. Poland
Portland, ME 04101
H4T-1K-C 9925**

Dear Mr. Wevodau:

On September 13, 1988, you met with Charles Dudek in prearbitration discussion of the above-referenced case.

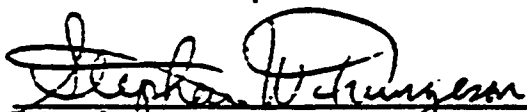
The issue in this grievance is whether management may require an employee to complete two training courses before declaring the employee the successful applicant and promoting the employee to a Maintenance Mechanic (MPE-6) position.

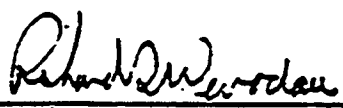
During this discussion, it was mutually agreed that no national interpretive issue is fairly presented in this case. It was further agreed to remand this grievance to the parties at the regional level for application of the stipulated arbitration award in Case No. H1T-4F-C 6029 (Arbitrator Bloch, August 31, 1983). The extent of the required training in the instant grievance will depend on the particular qualifications of the successful applicant and the nature of the particular assignment.

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

Time limits were extended by mutual consent.

Sincerely,


**Stephen W. Furgeson
General Manager
Grievance & Arbitration
Division**


**Richard I. Wevodau
Assistant Director
Maintenance Craft Division
American Postal Workers**



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

May 19, 1983

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

Re: C. Albano
GMF Boston, MA 02205
H1T-1E-C 11674

Dear Mr. Wevodau:

On April 20, 1983, 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). In this case, a notice of intent was posted; the grievants were selected for promotion to the vacancies contingent upon successful completion of prescribed training at the Technical Center. They completed the training and, after receipt at their office of notice of successful completion from the Technical Center, they were promoted.

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.

The time limits for processing this case were extended by mutual consent.

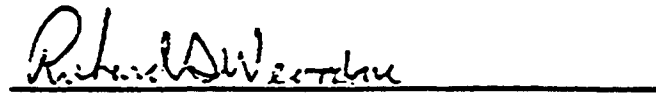
Mr. Richard I. Wevodau

2

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


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



May 20 1983

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

May 19, 1983

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

Re: J. Corkery
GMF, Boston, MA 02205
H1T-1E-C 12823

Dear Mr. Wevodau:

On April 20, 1983, 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). In this case, a notice of intent was posted; the grievant was selected for promotion to the vacancy contingent upon his successful completion of prescribed training at the Technical Center. He completed the training and after receipt at his office of notice of successful completion from the Technical Center, he was promoted.

During our discussion, we agreed that under the circumstances described, 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.

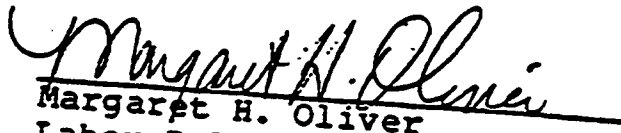
Mr. Richard I. Wevoda

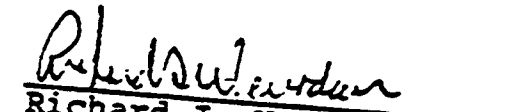
2

The time limits for processing this case were extended by mutual consent.

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


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



68
MAY 4 1983

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

MAY 3 1983

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

Re: APWU - Local
St. Paul BMC, MN 55200
HLT-4C-C 12834

Dear Mr. Wevodau:

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

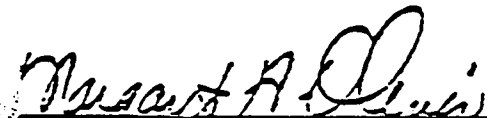
The question raised in this grievance is whether local management violates the National Agreement by including a requirement that successful applicants must demonstrate within 89 days the ability to handle the job functions on notices of awards for certain maintenance craft vacancies.

During our discussion we agreed that there is no contractual provisions for establishing such a requirement and including it in vacancy or award notices.

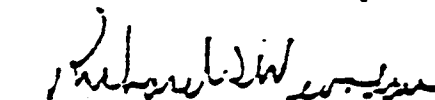
Accordingly, we agreed to remand the case to Step 3 for application of the above.

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

Sincerely,


Margaret E. Oliver

Labor Relations Department


Richard I. Wevodau

Director, Maintenance Division
American Postal Workers
Union, AFL-CIO



MAY 20 1983

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

May 19, 1983

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

Re: P. Murphy
GMF, Boston, MA 02205
HLT-1E-C 13770

Dear Mr. Wevodau:

On April 20, 1983, 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). In this case, a notice of intent was posted; the grievant was selected for promotion to the vacancy contingent upon his successful completion of prescribed training at the Technical Center. He completed the training and after receipt at his office of notice of successful completion from the Technical Center, he was promoted.

During our discussion, we agreed that under the circumstances described, 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.

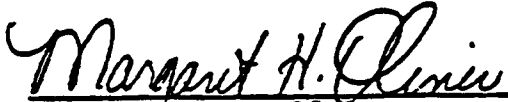
Mr. Richard I. Wevoda

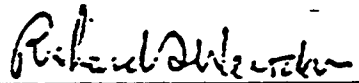
2

The time limits for processing this case were extended by mutual consent.

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


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



JUL 20 1983

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

July 19, 1983

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

Re: Class Action
SBMC, MA 01151
H1T-1J-C 14973

Dear Mr. Wevodau:

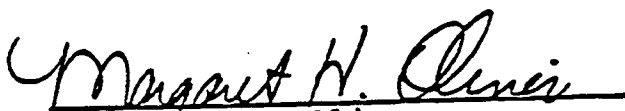
On July 14, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

This grievance involves the effective date of promotion for maintenance craft employees who successfully complete training at the Oklahoma Technical Training Center.

During our discussion, we agreed to remand this case for application of the Step 4 settlement reached on Grievance No. H1T-1E-C 11674. That settlement provided in part that once notification of successful completion of training 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.

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


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



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

RECEIVED

SEP 25 1984

Richard L. Wevoda
MAINTENANCE DIVISION DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

SEP 24 1984

Re: G. Laurent
Los Angeles, CA 90052
HLT-5B-C 17489

Dear Mr. Wevoda:

On September 4, 1984, 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 was improperly passed over for a Level 8 promotion.

In this case, the grievant had been selected for a Level 9 position pending qualification. A Level 8 position became available. The employee, who was on both the Level 8 and 9 PER's was passed over for the Level 8 because he had been selected for the Level 9.

During our discussion, we agreed to remand the case to Step 3 based on our mutual understanding of the following:

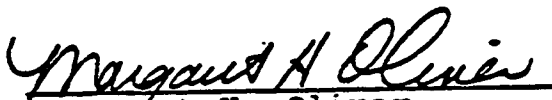
1. The employee was properly given the first promotional opportunity that became available.
2. If the Level 8 was available when he failed to qualify for the Level 9, he should have been promoted to the Level 8 if he was qualified for selection.
3. If the employee was not qualified or there was no vacant Level 8 available, the employee should have remained a Level 7.

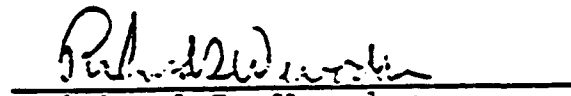
Mr. Richard I. Wevoda

2

Please sign and return the attached copy of this decision as your acknowledgement of agreement to remand this case for further processing if necessary.

Sincerely,


Margaret H. Oliver
Labor Relations Department


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

SEP 20 1983



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

September 16, 1983

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

Re: Class Action
Detroit, MI 48233
H1T-4B-C 18834

Dear Mr. Wevodau:

On August 25, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether maintenance craft employees who are trained on new automated equipment are entitled to automatic promotions.

The union listed new OCR, Bar Code Reader, ECOM, Flat Sorter, EZR Mail and M-36 New Mark II Cancellor as the equipment involved. The union contends that employees who complete formal training should be promoted to interim Level 8 and to Level 9 on completion of OSMC or to Level 9 immediately if no OSMC is involved. OCR training should, according to the union, entitle employees to promotion to Level 10.

It is the position of the Postal Service that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case.

It is also our position that the circumstances presented in this case do not support a finding that a contractual violation occurred. Accordingly, the grievance is denied.

Time limits were extended by mutual consent.

Sincerely,

Margaret H. Oliver
Labor Relations Department



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

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

JUN 8 1984

Re: Local
Sacramento, CA 95813-9998
H1C-5H-C 21000

Dear Mr. Wevodau:

On May 10, 1984, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance involved the requirement that employees in certain positions must have valid forms SF-46.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We agreed that the question raised requires application of EL 303, Part 142, to the fact circumstances involved. Whether driving is a bona fide occupational qualification requirement that is reasonably related to the efficient performance of the responsibilities of the jobs involved in this case must be determined by reviewing the local situation.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers Union,



RECEIVED

APR 2 1984

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

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

MAR 30 1984

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: Class Action
El Paso, TX 79910
HLT-3A-C 27559

Dear Mr. Wevodau:

On February 24, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question raised in this grievance involved whether a Tour 2 maintenance craft position should be established at the El Paso Post Office.

After further review of this matter, we mutually agreed that no National interpretive issue is fairly presented in the particulars evidenced in this case. Whether or not circumstances dictate the need for a position at a particular installation is not a national interpretive question.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing and arbitration if necessary.

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

Sincerely,

Margaret H. Oliver
Margaret Oliver
Labor Relations Department

Richard I. Wevodau
Richard I. Wevodau
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO



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

SEP 7 1984

Richard I. Wevodau
MAINTENANCE CRAFT DIVISION
AMERICAN POSTAL WORKERS UNION

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

SEP 25 1984

Re: Class Action
Minneapolis, MN 55401
HLT-4C-C 28604

L. Throndsen
Minneapolis, MN 55401
HLT-4C-C 28654

Dear Mr. Wevodau:

On September 4, 1984, we met to discuss the above-captioned cases at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in these grievances involved including a requirement for an SF-46 on a Notice of Intent for a General Mechanic vacancy.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in the cases. We agreed that the question raised requires application of EL-303, Section 142, to the fact circumstances rather than an interpretation.

Accordingly, as we further agreed, the cases are hereby remanded to the parties at Step 3 for further processing if necessary.

Please sign and return a copy of this letter as your acknowledgment of agreement to remand these cases.

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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



RECEIVED

SEP 19 1984

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

Richard I. Wevodau
MAINTENANCE CRAFT DIVISION
AMERICAN POSTAL WORKERS UNION

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

SEP 18 1984

Re: P. Nelan
New Brunswick, NJ 08901
H1T-1N-C 32187

Dear Mr. Wevodau:

On September 4, 1984, 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 violated the National Agreement by not promoting the grievant upon completion of Mark II training.

According to the grievance file, the grievant's promotion to MPE-- was withheld pending completion of two courses listed as requirements on the notice of intent. The courses were Mark II and MPLSM.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. Inasmuch as the union declined mutual agreement in this regard, however, the following represents the decision of the Postal Service on the particular fact circumstances involved.

In this case, we find no contractual violation. Management has determined that in order to be qualified for promotion to this particular assignment, employees must successfully complete Mark II, and MPLSM training. On review of the matter, we find no basis for interfering with that decision. Accordingly, the grievance is denied.

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department



RECEIVED

MAR 25 1985

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

Richard I. Wevodau
MAIL ROOM DIVISION
AMERICAN POSTAL WORKERS UNION

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

MAR 22 1985

Re: Class Action
Salina, KS 67401
HLC-4H-C 33466

Dear Mr. Wevodau:

On March 13, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

This grievance involved holding vacant assignments in abeyance. The assignments had been posted and no bids were received.

During our discussion, we agreed to remand this case for application of the settlement reached on HLC-NA-C 81. The settlement provided:

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.

Mr. Richard I. Wevoda

2

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

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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



RECEIVED

JUL 9 9 1985

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

Richard I. Wevodau
MAINTENANCE CRAFT DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

JUL 25 1985

Re: Class Action
Albany, NY 12207
EIT-1Q-C 42420

Dear Mr. Wevodau:

On July 16, 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 an employee's being permitted to fill a lower level position violated Article 38.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. There is no dispute between the parties relative to the requirement that a notice of intent is posted for each maintenance craft vacancy as set forth in Article 38.2.A.2. Neither is there a dispute relative to the filling of positions as set forth in Article 38.2.C.6.

Accordingly, we agreed to remand this case to the parties at Step 3 to ensure compliance with Article 38 and, if necessary, for further processing.

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

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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



RECEIVED

SEP 16 1985

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

Richard I. Wevodau
MAINTENANCE CRAFT DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

SEP 13 1985

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: R. Stevens
AMF Kennedy, NY 11430
HIT-1M-C 43851

Dear Mr. Wevodau:

On August 16, 1985, and again on September 6, 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 was promoted to an ET-8 on the proper date.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The parties at this level agree that in the case of ZMT, ESP and PSDS Equipment and BMC Systems Course, an employee shall be promoted to ET-8 upon successful completion of any of these resident training courses whether or not a vacancy exists. The promotion to an ET-9 is accomplished upon successful completion of On-Site Maintenance Certification (OSMC) and only if a level 9 vacancy exists.

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

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

Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens
Muriel Aikens
Labor Relations Department

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

Q. QUALIFICATIONS

H4T-5F-C-1648

H1T-4J-C-6145/7354

H8T-3D-C11020

H1T-1E-C-22179

H1T-3A-C-31926

COLORADO SPRINGS, CO

IRON MOUNTAIN, MI

WASHINGTON, DC

PROVIDENCE, RI

DALLAS BMC, TX



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

RECEIVED

AUG 23 1985

Richard I. Wevoda
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

AUG 22 1985

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

Re: Local
Colorado Springs, CO 80901
H4T-5F-C 1648

Dear Mr. Wevoda:

On August 16, 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 posted the Maintenance Control and Stock Clerk with the 30 word per minute typing requirement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether the said position was properly posted with the 30 word per minute typing requirement is a local dispute suitable for regional determination by application of Postal Bulletin 21431, dated November 10, 1983, page 39 to the fact circumstances.

The parties at this level agree that the Simplified Typing Test 714 is the one required for applicants to the Maintenance Control and Stock Clerk position.

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

Mr. Richard I. Wevodau

2

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

Richard I. Wevodau

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



AUG 22 1983

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

August 19, 1983

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

Re: D. Michaud
Iron Mountain, MI 49801
HLT-4J-C 6145
HLT-4J-C 7354

Dear Mr. Wevodau:

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

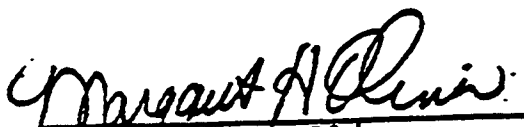
These grievances involved non-selection of the grievant for an MPE Mechanic, Level 7, position.

During our discussion, we agreed that, as provided in Handbook P12B, Section 180, the handbook is the source of qualification standards. "No additions, deletions, or alterations will be allowed by any local, district or regional office."

We also agreed to remand these cases to the parties at 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 your 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

A8-S-65

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

Dear Mr. Wevodau:

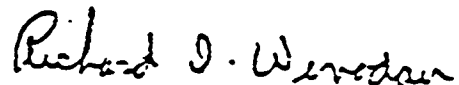
On September 23, 1981, you met with Frank Dyer in pre-arbitration discussion of H8T-3D-C 11020. After a thorough discussion of the issue, it was mutually agreed that the following would represent a full settlement of the case.

1. A typing requirement is not presently a part of the qualification standard for the position of a tool and parts clerk, SP1-31. Until such time as a change is initiated the typing requirement will be deleted from the posting.
2. On the basis of the particulars surrounding this case, the two jobs in question in this grievance will be reposted without the typing requirement.
3. This decision is not intended to preclude management from requiring an employee to type.

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing H8T-3D-C 11020 from the pending national arbitration listing.

Sincerely,


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


Richard I. Wevodau
President, Maintenance Craft
American Postal Workers Union,
AFL-CIO



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

JAN 26 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: Class Action
Providence, RI 02940
HLT-1E-C 22179

Dear Mr. Wevodau:

On January 4, 1984, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the National Agreement.

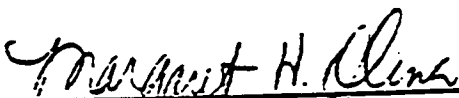
The question raised in this grievance involved training requirements for promotion of MPE-6 at the Providence Post Office.

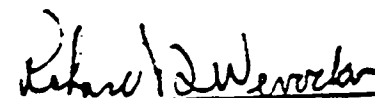
After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We agreed that the question raised can be answered by applying the provisions of the Bloch arbitration award issued on case no. HLT-4F-C 6029 to the fact circumstances.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing, if necessary.

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


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



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

SEP 7 1984

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: Class Action
Dallas BMC, TX 75398
HLT-3A-C 31926

Dear Mr. Wevodau:

On July 30, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this case is whether employees are required to pass the MPM training course 55671-04 to qualify as a Mail Processing Equipment Mechanic, PS-6.

It is the position of the Postal Service that the disputed course is a basic training course for all Mail Processing Equipment Mechanics PS-6. The employees failure to successfully complete this course makes them unqualified to perform the required functions of the position. Based upon the above conditions, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,


A. B. Johnson
Labor Relations Department

R. RELIEF ASSIGNMENTS

H8T-2M-C-77

A8-C-0739

H4T-5HC-C-1747

AD-NAT-1791

H4T-5H-C-7333

H4C-1M-C-13403

H4T-4C-C-27274

HUNTINGTON, WV

MADISON, WI

FRESNO, CA

WASHINGTON, DC

SACRAMENTO, CA

SMITHTOWN, NY

ST. PAUL, MN



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

April 6, 1981

Mr. Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: Hatch
Huntington, WV 25704
H8T-2M-C-77

Dear Mr. Wevodau:

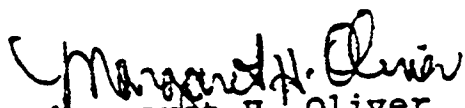
On March 27, 1981, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

In this case the grievant, an employee serving in a bid relief assignment, was given a written order to serve on a different schedule for a period of nineteen days. At the time of the assignment, the procedure governing this kind of assignment was set forth in a Memorandum of Understanding between the Postal Service and the APWU dated March 3, 1975. It is our position that management followed the provisions of the memorandum correctly.

As we find no violation of the National Agreement, this grievance is denied.

Sincerely,


Margaret H. Oliver
Labor Relations Department



OCT 10 1980

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

October 9, 1980

Mr. James Adams
Administrative Aide, Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: T. Berkan
Madison, WI
A8-C-0739/C8T4JC15884
APWU - 0739

Dear Mr. Adams:

On July 23, 1980, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

The question raised in this grievance is whether the notice of intent to fill a relief work assignment in the Maintenance Craft properly provided for a fixed or rotating work schedule.

As we agreed, the primary work schedule should provide for fixed days and hours of duty and, in accordance with the Relief and Pool Settlement, the notice should list the days and hours of duty the employee is to cover an assignment in a relief capacity on the non-scheduled days and during the scheduled annual and extended sick leave of the incumbent.

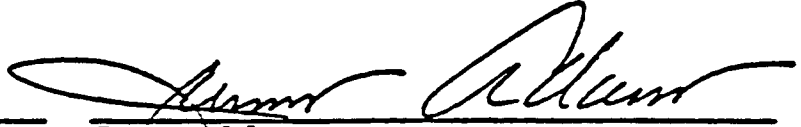
As further agreed, if the grievant did not work in a relief capacity on the positions, days, and hours of duty as shown above, he is entitled to out-of-schedule compensation. This case is hereby remanded to Step 3 for review and resolution.

Please sign a copy of this letter as your acknowledgment of the agreement to remand this case.

Sincerely,



James J. Facciola
Labor Relations Department



James Adams
Administrative Aide
Maintenance Craft
American Postal Workers Union,
AFL-CIO

RECEIVED

SEP 30 1985



Richard I. Wevodau
MAINTENANCE CRAFT DIVISION DIRECTOR
AMERICAN POSTAL WORKERS UNION

UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

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

SEP 26 1985

Re: Local
Fresno, CA 93706
H4T-5H-C 1747

Dear Mr. Wevodau:

On August 16, 1985, and again on September 11, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether employees who hold relief positions can relieve lower level positions.

During our discussion, we mutually agreed to the following as full settlement of this case:

The establishment of relief assignments, in the maintenance craft, shall be kept to a minimum and within the same occupational groups and levels.

Accordingly, this case shall be remanded to the parties at Step 3 for application of the above language to the fact circumstances.

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

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens
Muriel Aikens
Labor Relations Department

Richard I. Wevodau
Richard I. Wevodau
Director
Maintenance Craft Division

CBR 79-4
12/1/79

Addendum No. 5



File Under: ~~VII, Sec. 1 A~~
~~VIII, Sec. 1, 2 & 4.~~
~~XXXVIII, Sec. 2.~~
X-ref Memorandum of
Understanding,
Relief & Pool
Assignments

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

September 6, 1979

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

Re: Relief and Pool Assignments
Washington, D. C.
AD-NAT-1791
APWU 1791

Dear Mr. Wevodau:

On July 12, 1979, we met to discuss the above-captioned national level grievance at the fourth step of our contractual grievance procedure.

At issue in this case is whether the Relief and Pool Assignment procedures, as set forth in the Memorandum of Understanding between the U. S. Postal Service and the American Postal Workers Union dated March 3, 1975, are applicable to the Maintenance Craft.

The following represents our mutually agreed to settlement of the matter in dispute in this grievance:

1. It is agreed that the Relief and Pool Assignment Memorandum of Understanding between the U. S. Postal Service and the American Postal Workers Union, AFL-CIO, dated March 3, 1975, does not apply to the Maintenance Craft.
2. It is agreed that within sixty (60) days after issuance of this decision, all existing Maintenance Craft positions which have been established as relief and pool assignments are to be reverted.

3. It is agreed that, where work coverage is required, relief work assignments shall be posted for bid to match the schedule(s) of the assignment(s) of the employee(s) relieved. These shall be permanent full-time regular assignments and may provide for either fixed or rotating work schedules.

4. It is agreed that this settlement will serve to resolve those maintenance grievance cases involving the same issue which are currently pending in the grievance-arbitration procedure.

Please sign the copy of this letter as your acknowledgement of this agreed to settlement.

Sincerely,

James J. Facciola
James J. Facciola
Labor Relations Department

Richard I. Wewodau
Richard I. Wewodau
President, Maintenance Craft
American Postal Workers Union,
AFL-CIO



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

RECEIVED

JUN 18 1986

Richard E. Wevodau
MAINTENANCE CRAFT DIVISION
AMERICAN POSTAL WORKERS UNION

JUN 18 1986

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: Local
Sacramento, CA 95813
H4T-5H-C 7333

Dear Mr. Wevodau:

On several occasions, the most recent being June 10, 1986, 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 posted Notice 85-257 to fill maintenance craft positions.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether or not the principal assignment area was too broad in its definition is a local dispute suitable for regional determination.

The parties at this level agree that there are no "pool" assignments in the maintenance craft and there are provisions for relief assignments under Article 38.7E of the National Agreement.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

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

Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens
Muriel A. Aikens
Labor Relations Department

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



RECEIVED

AUG 22 1986

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

Richard I. Wevodau
MAINTENANCE CRAFT DIV. DIR. DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

AUG 20 1986

Re: P. Ehlinger
Smithtown, NY 11787
H4C-1M-C 13403

Dear Mr. Wevodau:

On July 24, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

This grievance involves the scheduling of a relief employee to cover the assignment of an employee on light duty.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed that the kind of situation described in this grievance is not covered by Article 38.7.E.1.

Accordingly, we agreed to remand this case to the parties at Step 3 to ensure payment to the grievant of out of schedule pay as appropriate.

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,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20005-4100

Mr. Richard I. Nevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

JAN 19 1988

Re: H4T-4C-C 27274
Class Action
ST. Paul, MN 55101

Dear Mr. Nevodau:

On December 7, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a notice of intent for a relief position to cover several occupational groups and levels violated the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed that as stated in a previous Step 4 decision, the establishment of relief assignments, in the maintenance craft, shall be kept to a minimum and within the same occupational groups and levels.

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

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,


Robert E. Oliver


Richard I. Nevodau

R. REGISTERS (PERS AND PARS)

A8-W-0441
H1T-3W-C-6620
H1T-4A-C-6720
H1T-5F-C-7874/7875
H4T-5H-C-7334
H1T-1J-C-8037
H1T-1E-C-8238/8241
AC-C-8792
AC-S-8794
H4T-4J-C-9876
H4T-5H-C-10307
H1T-5H-C-11099
H1T-5E-C-13763
H1T-53-C-15009
H1T-3A-C-19622
H1T-4F-C-21445
H1T-5H-C-21480
H1T-3F-C-23280
H1T-5B-C-24233
H1T-5H-C-28880
H4T-3A-C-38007
H1T-1J-C-39773

PORTLAND, OR
MIAMI, FL
NO. SUBURBAN, IL
DENVER, CO
SACRAMENTO, CA
NEW HAVEN, CT
BOSTON, MAS
MILWAUKEE, WI
SHREVEPORT, LA
MILWAUKEE, WI
SACRAMENTO, CA
SACRAMENTO, CA
HONOLULU, HI
HONOLULU, HI
DALLAS, TX
CINCINNATI, OH
SACRAMENTO, CA
JACKSON, T
LOS ANGELES BMC, CA
SACRAMENTO, CA
FT. WORTH, TX
SBMC, MA



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

DEC 21 1979

RECEIVED DEC 26 1979

Mr. William J. Kaczor
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: L. Anderson
Portland, OR
A8-W-0441/W8T5DC-5484
APWU-0441

Dear Mr. Kaczor:

On December 18, 1979, 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.

Information with the file discloses that the grievant alleges management breached the terms of the National Agreement by filling a level 5 General Mechanic position by use of a promotion eligibility register. Investigation has determined that this position was filled in accordance with the procedures set forth in Section 2, Article XXXVIII. The selection was made from the list of senior-qualified mechanics helpers who had requested to be considered. The grievant has been offered on-the-clock training but has declined. The grievant has also failed to furnish any evidence of qualifications so that he could be evaluated and placed on the register. In view of the foregoing, the grievance is denied.

Sincerely,


James L. Tessier
Labor Relations Department



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

APR 17 1984

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: O. Osahar
Miami, FL 33152
H1T-3W-C 6620

Dear Mr. Wevodau:

On March 26, 1984, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure set forth in the National Agreement.

The question raised in this grievance involved whether seniority or qualifications should determine an employee's standing on promotion eligibility registers.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. There is no dispute between the parties at Step 4 relative to the meaning and intent of Article 38.2.C.1 which provides in pertinent part that, "Employees shall be listed on this register in order of qualifications . . ."

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing and arbitration, if necessary.

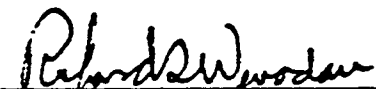
Mr. Richard I. Wevodau

2

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


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



UCT 1 1 12

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

October 15, 1982

Mr. Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: A. Flowers
North Suburban, IL 60199
H1T-4A-C-6720

Dear Mr. Wevodau:

On October 5, 1982, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

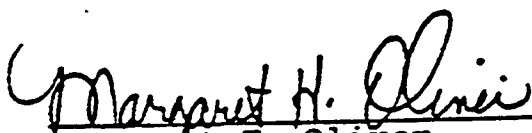
The question raised in this grievance involved whether a Promotion Eligibility Register was updated in accord with the provisions of Article 38.

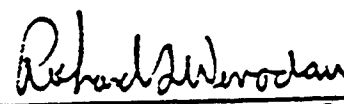
After further review of this matter, we mutually agreed that no National interpretive issue is fairly presented in the particulars evidenced in this case. There is no dispute between the parties at the National level relative to the meaning and intent of Article 38.2.C.1.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.

Please sign a copy of this letter as your acknowledgment of agreement to remand this case.

Sincerely,


Margaret H. Oliver
Labor Relations Department


Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union,
AFL-CIO



FFB 1 8 10

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

February 17, 1983

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

Re: B. Rountree
Denver, CO 80202
H1T-5F-C 7874

B. Rountree
Denver, CO 80202
H1T-5F-C 7875

Dear Mr. Wevodau:

On February 9, 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 a promotion eligibility register should be established for Level 9 Electronic Technician positions at the Denver Post Office.

During our discussion, we agreed that as stated in Article 38.2.C.1, "... A promotion eligibility register shall be established for each occupational group and level for which there is a position existing in the installation"

We also agreed that a need for the corrective action requested no longer exists because the grievant has been promoted to an ET-9 position.

As further agreed, these cases are hereby remanded to Step 3 to ensure compliance with the provisions of Article 38.2.C.1.

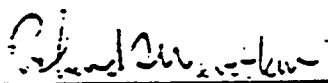
Mr. Richard I. Wevodau

2

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

RECEIVED

APR 6 1986

Richard I. Wevodau
MAINTENANCE DIVISION DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

APR 7 1986

Re: Local
Sacramento, CA 95813
H4T-5H-C 7334

Dear Mr. Wevodau:

On January 7, 1986, and again on April 3, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance involves proper procedures in updating Promotion Eligibility Registers.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local dispute suitable for regional determination based on the fact circumstances. The parties at this level agree that updating the PER is to be done in accordance with Article 38.5 of the National Agreement.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing including arbitration, if necessary.

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

Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens

Muriel A. Aikens
Labor Relations Department

Richard I. Wevodau

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



MAY 4 1983

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

MAY 3 1983

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

Re: T. Ratcliffe
New Haven, CT 06511
HIT-1J-C 8037

Dear Mr. Wevodau:

On January 18 and March 23, 1983, 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 violated Article 38 of the National Agreement when updating and establishing promotion eligibility registers (PER).

During our discussion, we agreed to the following:

1. Established promotion eligibility registers will not be updated or modified except as provided in Article 38.2C.1 and 38.2C.5.
2. When an existing promotion eligibility register is being updated either by a request from an employee who is already on the register in accordance with Article 38.2.C.1 or by adding a newly qualified employee in accordance with 38.2.C.5, the individual employee involved will be placed according to his/her qualifications without changing the standings, relative to each other, of other employees on that register.
3. Issues involving relative qualifications for placement on registers will be processed as non-interpretive.

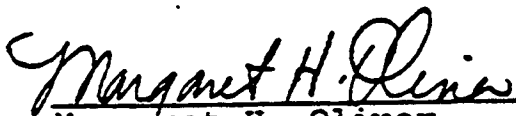
Mr. Richard I. Wevoda

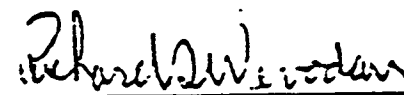
2

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case for application of the agreement to the fact circumstances involved.

The time limit for processing this case was extended by mutual consent.

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



MAY 4 1983

UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

MAY 3 1983

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

Re: C. Albano
GMF, Boston, MA 02205
H1T-1E-C 8238
H1T-1E-C 8241

Dear Mr. Wevodau:

On January 18 and March 23, 1983, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The question in these grievances is whether management violated Article 38 of the National Agreement when updating and establishing promotion eligibility registers (PER).

During our discussion, we agreed to the following:

1. Established promotion eligibility registers will not be updated or modified except as provided in Article 38.2C.1 and 38.2C.5.
2. When an existing promotion eligibility register is being updated either by a request from an employee who is already on the register in accordance with Article 38.2.C.1 or by adding a newly qualified employee in accordance with 38.2.C.5, the individual employee involved will be placed according to his/her qualifications without changing the standings, relative to each other, of other employees on that register.
3. Issues involving relative qualifications for placement on registers will be processed as non-interpretive.

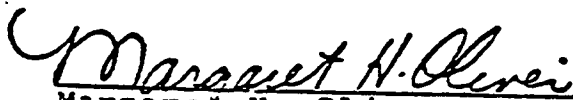
Mr. Richard I. Wevoda

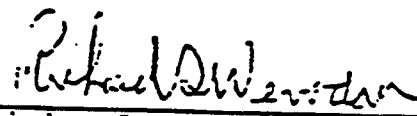
2

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case for application of the agreement to the fact circumstances involved.

The time limit for processing these cases was extended by mutual consent.

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

January 11, 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: John Ritney
Milwaukee, WI
AC-C-8792/5-MIL-360
APWU #8792

Dear Mr. Wevodau:

On December 17, 1976, 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.

As discussed during our meeting, the documents involving the qualifications of those employees desiring to be put on the promotion eligibility register for area maintenance technician are totally relevant to the grievance filed in this instance. In accordance with the terms and conditions set forth in Article XVII and Article XXXI of the National Agreement, said documentation should have been made available for inspection by the union locally. To the extent that this grievance involves a violation of Article XVII of the National Agreement, we find the grievance is sustained.

As we mutually agreed, by copy of this letter, this grievance is remanded to Step 2A with the express instructions that the relevant documents requested by the Union be furnished for

its review and evaluation. Additionally, the grievance is to be discussed further at Step 2A with the Union, with the understanding that if the decision is unsatisfactory it can be appealed further through the grievance procedures to Steps 3 and 4 if necessary.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. E. Henry". The signature is fluid and cursive, with a large, sweeping initial "W" and a stylized "H".

William E. Henry, Jr.
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

JAN 13 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union,
AFL-CIO
817 14th Street, NW
Washington, DC 20005

Re: E. E. Hopkins
Shreveport, LA
AC-S-8794/A5-DA-5977
APWU 8794

Dear Mr. Wevodau:

On December 17, 1976 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.

Documents involving the evaluation of employees concerning their standing on the promotion eligibility register should properly be placed in the promotion eligibility files. Such documentation is not an appropriate matter to be filed in the employees official personnel folder unless specifically requested by the employee. To this extent, we find the grievance is sustained.

The record is devoid of any convincing evidence to establish that the placement of the documents in question in the grievant's official personnel folder constituted discrimination under Article II of the National Agreement. Consequently, that portion of the grievance is denied.

By copy of this letter, the postmaster is instructed to remove the documents in question from the grievant's official personnel folder. If these documents are considered necessary

and relevant to the evaluation in question, then they should be properly placed in the promotion eligibility files.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. E. Henry, Jr.", with a stylized flourish at the end.

William E. Henry, Jr.
Labor Relations Department



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20250

APR 18 1986

APR 17 1986

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: G. Jordan
Milwaukee, WI 53203
H4T-4J-C 9876

Dear Mr. Wevodau:

On March 13, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether grievant was denied placement on the promotion eligibility register upon transfer to the Milwaukee office in violation of Article 38 of the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether or not the grievant submitted a request for placement on the register is not a matter that requires interpretation. We also agreed that the 90 days referenced in Article 38.5.A.9 is in regards to the effective date of the National Agreement.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration, if necessary.

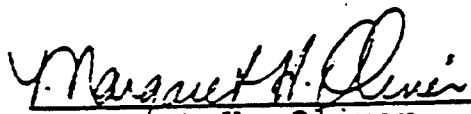
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

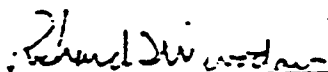
Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,


Margaret H. Oliver
Labor Relations Department


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

RECEIVED



MAR 21 1986

UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

Richard I. Wevodau

MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

Mr. Richard I. Wevodau

Director

Maintenance Craft Division

American Postal Workers

Union, AFL-CIO

817 - 14th Street, N.W.

Washington, D.C. 20005-3399

MAR 20 1986

Re: Local
Sacramento, CA 95813-9998
H4T-5H-C 10307

Dear Mr. Wevodau:

On February 19, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is the retention period for Forms 2591, Application for Employment, that are submitted by employees for placement on Promotion Eligibility Registers (PER).

During our discussion, we mutually agreed to settle this case based on our understanding that the retention of documentation submitted for placement on PERS is subject to the provisions of Handbook P-11, Section 511.531 and 532.

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

Time limits were extended by mutual consent.

Sincerely,

Margaret H. Oliver

Margaret H. Oliver
Labor Relations Department

Richard I. Wevodau

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



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

RECEIVED

FEB 28 1986

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

FEB 26 1986

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: Local
Sacramento, CA 95813
H1F-5H-C 11099

Dear Mr. Wevodau:

On January 7, 1986, 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 updated names on the Promotion Eligibility Register (PER).

During our discussion, we mutually agreed that the following constitutes full settlement of this grievance.

Names shall be added to the PER in accordance with Article 38.2C(5) of the 1981 National Agreement. The removal of names of ineligible employees will be on a case-by-case basis including the failure of required training.

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

Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens

Muriel A. Aikens
Labor Relations Department

Richard I. Wevodau

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

AUG 16 1983



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

August 12, 1983

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

Re: APWU - Local
Honolulu, HI 96820
H1T-5E-C 13763

Dear Mr. Wevodau:

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

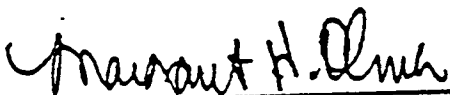
The question raised in this grievance is whether the promotion eligibility register at the Honolulu office was improperly updated.

During our discussion, we agreed that established promotion eligibility registers will not be updated or modified except as provided in Article 38.2C.1 and 38.2 C.5.

We also agreed to remand this case to the parties at Step 3 for application of the above.

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


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



NOV 14 1983

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

November 9, 1983

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

Re: E. Loo
Honolulu, HI 96820
H1T-5E-C 15009

Dear Mr. Wevodau:

On October 26, 1983, 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 violated Article 38 of the National Agreement by scheduling the grievant to cover an assignment during an employee's absence on annual leave. The annual leave was approved in February 1983 for an absence in May 1983. Approval was given outside the prime vacation scheduling time.

The union contends that Article 38.3.F.1 applies only to leave requests submitted during prime time.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. The language in Article 38.3.F.1 which refers to scheduled annual leave in no way implies that the scheduling of annual leave is limited to the prime vacation scheduling time.

In this case, we find no conflict with the language in question. Accordingly, the grievance is denied.

Sincerely,

Margaret Oliver
Labor Relations Department



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

June 30, 1983

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

Re: Class Action
Dallas, TX 75222
H1T-3A-C 19622

Dear Mr. Wevodau:

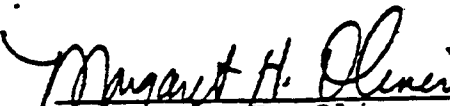
On June 8, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

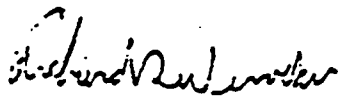
The question raised in this grievance involved whether an employee was improperly placed on the MPE-7 promotion eligibility register.

During our discussion, we agreed that an employee can only be placed on a promotion eligibility register under the conditions set forth in Article 38.2.C.1 and 5. Accordingly, we agreed to remand this case to Step 3 for resolution by applying the aforereferenced section.

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

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

DEC 2 1983

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

Re: L. Withrow
Cincinnati, OH 45900
H1T-4F-C 21445

Dear Mr. Wevodau:

On November 16, 1983, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

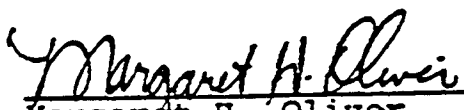
The question raised in this grievance involved whether the grievant was improperly denied placement on the promotion eligibility register.

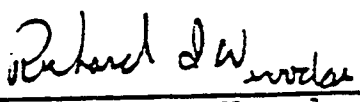
After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We agreed that the question raised can be answered by applying the provisions of Article 38.2.c.5 to the fact circumstances.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing, if necessary.

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

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

RECEIVED

SEP 10 1984

Richard I. Wevodau
MAINTENANCE CRAFT DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

SEP 18 1984

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: Local
Sacramento, CA 95813
H1T-5H-C 21480

Dear Mr. Wevodau:

On May 10 and September 4, 1984, 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 violated Article 38 of the National Agreement by placing an employee's name on the PER for Tool and Parts Clerk when he was reassigned to the position of Maintenance Control Clerk.

During our discussion, we agreed that established PER's will not be updated or modified except as provided in Article 38.2.C.1 and 38.2.C.5.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing, if necessary.

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

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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



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

October 11, 1983

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

Re: Class Action
Jackson, TN 38301
HIT-3F-C 23280

Dear Mr. Wevodau:

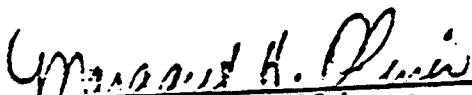
On September 27, 1983, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the National Agreement.

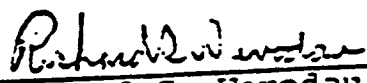
The question raised in this case involved the procedure followed in filling Enginemen vacancies at the Jackson Post Office.

During our discussion, we agreed that only maintenance craft employees are eligible for placement on Promotion Eligibility Registers as stated in the Step 3 decision. We also agreed to close the case since further action would not change the selection results for the positions involved.

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


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



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

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

OCT. 4 1984

Re: Local
Los Angeles BMC, CA 90201
H1T-5B-C 24233

Dear Mr. Wevodau:

On September 21, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

This grievance involves placing probationary employees in vacancies.

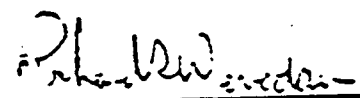
During our discussion, we agreed to the following resolutions.

1. It is inconsistent with Article 12 to place probationary employees on preferred assignment registers as stated in the decision rendered on grievance no. H1T-3A-C 23855, dated November 9, 1983.
2. Probationary employees can be placed in residual vacancies. (See ELM 377.1.c.)

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

Sincerely,


Margaret H. Oliver
Labor Relations Department

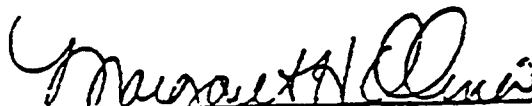

Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO

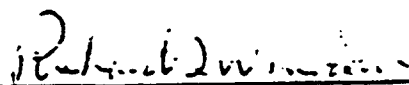
Mr. Richard I. Wevoda

2

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


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



RECEIVED

MAR 25 1985

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

Richard I. Wevodau
MAIN: 12 12 12
AMERICAN POSTAL WORKERS UNION

MAR 22 1985

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

Re: Local
Sacramento, CA 95813
H1T-5H-C 28880

Dear Mr. Wevodau:

On March 13, 1985, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the National Agreement.

The question raised in this grievance involved procedures followed in updating the promotion eligibility register.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We agreed that the provisions of Article 38.2.C., 1 and 5 will be followed in updating promotion eligibility registers. Whether these provisions were followed in this case can only be determined by evaluating the fact circumstances.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing, if necessary.

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

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

Richard I. Wevodau
Richard I. Wevodau
Director
Clerk Craft Division
American Postal Workers



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

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: Class Action
Port Worth, TX 76101
H4T-3A-C 38007

Dear Mr. Wevodau:

On November 29, 1988, 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 establishment of in-service registers for maintenance craft positions was a violation of Article 38.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. However, the parties agreed that the language of Article 33, Section 2 is clear. Craft employees meeting the qualifications for the position shall be given first consideration.

Accordingly, we agreed to remand this case to the parties at Step 3 for further development of facts and arbitration if necessary.

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

Mr. Richard I. Nevodau

2

Time limits were extended by mutual consent.

Sincerely,

Ruth Lauch
for Sharon McGregor
Grievance & Arbitration
Division

Richard I. Nevodau 5-4-89
Richard I. Nevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO



RECEIVED

JUN 3 1985

Richard I. Wevodau
MAIL ROOM DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

MAY 31 1985

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: H. Steding
SBMC, MA 01151
HLT-1J-C 39773

Dear Mr. Wevodau:

On April 4, 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 hiring new employees from an outside MPE Hiring Register.

After further review of this matter, we agreed that there was no national interpretive issue fairly presented as to the meaning and intent of Article 38 of the National Agreement.

The parties at this level agree that management must comply with Articles 38 and 33 before management may utilize an outside MPE hiring register.

Accordingly, we agreed to remand this case to Step 3 for further consideration by the parties.

Time limits were extended by mutual consent.

Sincerely,

Leslie Bayliss

Leslie Bayliss
Labor Relations Department

Richard I. Wevodau

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

S. SENIORITY

H1T-4B-C-5555

AC-N-8434

H4T-3A-C-18342

H1T-3F-C-19842

H1T-1M-C-27851

H1T-4D-C-37140/37141

DETROIT BMC, MI

NEW YORK, NY

DALLAS, TX

MEMPHIS, TN

FLUSHING, NY

CHICAGO, IL



9-27-82
SEP 22 1982

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

September 17, 1982

Mr. Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: Class Action
Detroit, BMC, MI 48101
H1T-4B-C-5555

Dear Mr. Wevodau:

On September 13, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

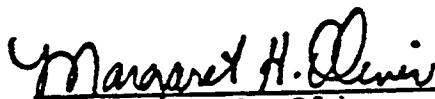
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

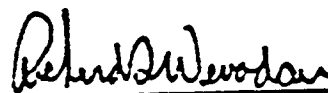
The question raised in this grievance involved the establishment of seniority dates for employees who enter the Maintenance Craft.

During our discussion, we agreed to close this case based on our understanding that the language set forth in Article 38.1.E.5 and 6 explicitly defines how seniority is established in the Maintenance Craft.

Please sign the attached copy of this decision as your acknowledgment of agreement to close this case.

Sincerely,


Margaret H. Oliver
Labor Relations Department


Richard I. Wevodau
President, Maintenance Craft
American Postal Workers Union,
AFL-CIO



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20250

October 22, 1975

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: G. F. O'Connor
New York, NY
AC-N-8434/76-5144
APWU - 8434

Dear Mr. Wevodau:

On October 5, 1976, 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.

The record shows that seven (7) employees were promoted to ET-10 positions on January 31, 1976. Local officials assigned a tour and a basic work week to each employee on a best qualified basis.

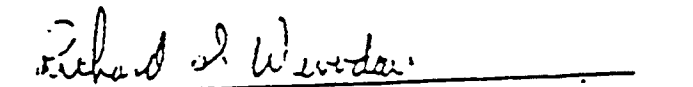
In our view, since all seven (7) employees were promoted on the same day, the seven vacant duty assignments should have been awarded based upon Article XXXVIII, Section 2B3. In other words, the newly promoted ET-10 employees should have been assigned a tour and a basic work week on the basis of seniority.

By copy of this letter local officials are notified to take whatever action is necessary to ensure that the referenced duty assignments are filled by the seven (7) incumbents on the basis of seniority.

Please sign the attached copy of this letter to indicate your agreement that the above disposition satisfactorily resolves this case and renders the grievance closed.

Sincerely,


William J. Downes
Labor Relations Department


Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union,
AFL-CIO



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

RECEIVED

JUN 9 1987

Richard I. Wevodau
MARKED BY
AMERICAN POSTAL WORKERS UNION

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

JUN 5 1987

Re: Class Action
Dallas, TX 75260
H4T-3A-C 18342

Dear Mr. Wevodau:

On June 2, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether maintenance craft employees, on the PER for ET level 8 positions, and who successfully complete training should have greater seniority than those employees who were initially hired as ET-level 8.

During our discussion, we mutually agreed that seniority should be determined by the date on the PS Form 50 assigning the employees to level 8.

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

Time limits were extended by mutual consent.

Sincerely,

Andre B. Buchanan
Andre B. Buchanan
Grievance & Arbitration
Division

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



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

July 22, 1983

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

Re: E. Briggs
Memphis, TN 38101
H1T-3F-C 19842

Dear Mr. Wevodau:

On July 14, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

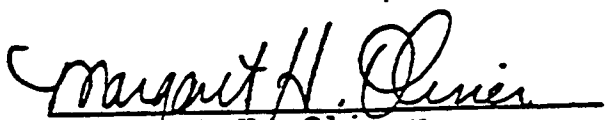
This grievance involves the tie-breaking provisions of Article 38. In this case, five employees were selected for MPE positions at the Memphis Post Office. One of those selected was a carrier who worked at the post office. The other four were MPEs who worked at the BMC. For purposes of establishing seniority standings, the carrier was given primary consideration because he worked at the installation where the vacancies existed.

During our discussion, we agreed that in establishing seniority under the circumstances described, maintenance craft service should be given primary consideration.

We also agreed to remand this case to Step 3 for resolution by applying the above agreement.

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


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



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

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

JUL 26 1984

Re: J. Junius
Flushing, NY 11351
H1T-1M-C 27851

Dear Mr. Wevodau:

On July 23, 1984, we discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question raised in this grievance involved whether seniority dates for new hires at the Flushing office are being correctly established.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evicenced in this case. We agreed that the question raised requires application of the seniority provisions of Article 38, rather than an interpretation.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing and arbitration, if necessary.

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


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

RECEIVED



MAR 21 1986

UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

Richard I. Wevodau
MAINTENANCE CRAFT DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

MAR 20 1986

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: T. Greene
Chicago, IL 60607
HIT-4D-C 37140

C. Trice
Chicago, IL 60607
HIT-4D-C 37141

Dear Mr. Wevodau:

On February 19, 1986, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether in filling the position in question, Group Leader, PS-4, service seniority or seniority for preferred assignments is used in making a selection.

During our discussion, we agreed to settle these cases based on our understanding that the provisions of Special Maintenance Bulletin dated October 28, 1975, Section III, apply.

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

Time limits were extended by mutual consent.

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

Richard I. Wevodau
Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers

S. STAFFING

H4T-3W-C-6004
H8T-5F-C-11913
H8T-3P-C-17490
H1T-4K-C-21571
H1T-1E-C-24164
H1T-5F-C-26073
H1T-3T-C-28660
H1T-3D-C-30663

HOLLYWOOD, FL
DENVER, CO
CHARLOTTE, NC
MID-MO GMF, MO
BOSTON, MA
DENVER, CO
LUBBOCK, TX
ATLANTA BMC, GA



RECEIVED

OCT 31 1985

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

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

OCT 29 1985

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: Class Action
Hollywood, FL 33020
H4T-3W-C 6004

Dear Mr. Wevodau:

On September 26, 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 is obligated to have a union official present when a staffing survey is completed.

During our discussion, we mutually agreed to close this case based upon the following:

There is no contractual requirement for a union official to be present when a staffing survey is completed; however, the union is not precluded from making a request to perform its own staffing survey due to its disagreement on the package.

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

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens
Labor Relations Department

Richard I. Wevodau

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



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

March 18, 1981

Mr. Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU - Local
Denver, CO (BMC) 80216
H8T-5F-C-11913
AP- W-1053

Dear Mr. Wevodau:

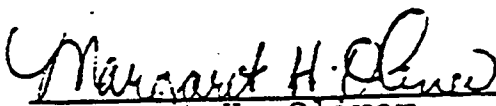
On March 16, 1981, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

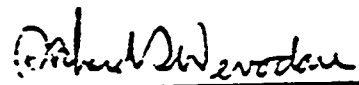
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

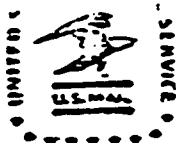
During our discussion, we agreed to resolve this case based on information which established that relative to the staffing of Electronic Technicians, the Denver BMC is in compliance with the February 2, 1980, BMC Maintenance Staffing Guidelines.

Please sign a copy of this letter as your agreement to this resolution.

Sincerely,


Margaret H. Oliver
Labor Relations Department


Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union,
AFL-CIO



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

June 25, 1981

RECEIVED

APR 20 1982

COORDINATOR-SOUTHERN REGION
AMERICAN POSTAL WORKERS UNION
AFL-CIO

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

Re: APWU
Charlotte, NC 28228
B8T-3P-C 17490

AB 5 A 98

Dear Mr. Wevodau:

On June 8, 1981, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

The question raised in this grievance involves whether or not custodial staffing at the Charlotte, NC Post Office is in accord with the provisions of Handbook MS-47.

After further review of this matter, we mutually agreed that no National interpretive issue is fairly presented in the particulars evidenced in this case. We also agreed that the issue will have to be decided by applying the provisions the Gamser National Arbitration Award No. A-8-NA-0375 dated June 1, 1981.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary. Please sign a copy of this letter as your acknowledgment of agreement to remand this case.

Sincerely,

Margaret E. Oliver
Margaret E. Oliver
Labor Relations Department

Richard I. Wevodau
Richard I. Wevodau
President
Maintenance Craft
American Postal Workers Union
AFL-CIO

cc: President, APWU Local
National Vice President

STAFFING VALUE
COPY OF THE SURVEY.
WALTER FLANAGAN, LABOR RELATIONS DIVISION

BUSTER CREWS, REGIONAL MAINTENANCE REP.



RECEIVED

MAR 22 1985

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

Richard I. Wevodau
DIRECTOR
AMERICAN POSTAL WORKERS UNION

MAR 21 1985

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: Class Action
Mid-MO GMF, MO 65299
HLT-4K-C 21571

Dear Mr. Wevodau:

On March 13, 1985, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance involved whether adequate custodial coverage was provided at the Mid Missouri GMF from July 18-22/1983.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We agreed that the issue requires application of the provisions of Section 2 of Handbook MS-47 to the fact circumstances rather than an interpretation.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.

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

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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



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

RECEIVED

MAR 8 1984

Richard I. Wevoda
MANAGER, BOSTON
AMERICAN POSTAL WORKERS UNION
MAR 26 1984

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

Re: C. Albano
GMF Boston, MA 02205
H1T-1E-C 24164

Dear Mr. Wevoda:

On February 24, 1984, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance involved whether custodial positions at the Boston GMF were abolished based on analyses conducted in accord with the provisions of the correct Handbook MS-47.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We agreed that whether or not the old or the revised Handbook MS-47 should have been followed can only be determined by reviewing the fact circumstances involved.

We further agreed that any further processing of this issue will not address disputes from associate offices of the Boston MSC.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing and arbitration if necessary.

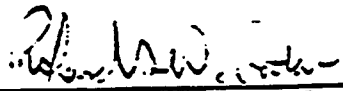
Mr. Richard I. Wevodau

2

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


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



RECEIVED

FEB 25 1985

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

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

FEB 21 1985

Re: APWU - Local
BMC, Denver, CO 80238
HIT-5F-C 26073

Dear Mr. Wevodau:

On February 1, 1985, 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 HVAC system at the Denver BMC must be covered by maintenance craft employees during regularly scheduled tours of mail processing.

In this case, the HVAC system was not covered for a two week period in May 1984. The union contends that this created a safety hazard; that qualified personnel was available to cover the system; and that possibly management performed bargaining-unit work.

It is the position of the Postal Service that management is not obligated to have HVAC maintenance employees in attendance during mail processing operations. Local management's actions in this case were in accord with that position. The remaining allegations were not supported by information in the file.

Accordingly, the grievance is denied.

Sincerely,

Margaret H. Oliver

Margaret H. Oliver
Labor Relations Department



RECEIVED

APR 2 1984

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

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

MAR 30 1984

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: Class Action
Lubbock, TX 79402
EIT-3T-C 28660

Dear Mr. Wevodau:

On February 24, 1984, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the National Agreement.

The question raised in this grievance involved whether 2 full-time or 2 part-time custodial positions are needed at the Lubbock, Texas, Post Office.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. There is no dispute between the parties at Step 4 as to the meaning and intent of Section 240 of Handbook MS-47. We agreed that the question raised requires application of that provision to the fact circumstances instead of an interpretation.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing and arbitration if necessary.

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

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

Richard I. Wevodau
Richard I. Wevodau
Assistant Director
Maintenance Clerk Division



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

APR 17 1984

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: E. Loftis
Atlanta BMC, GA 30369
HLT-3D-C 30663

Dear Mr. Wevodau:

On March 26 1984, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure set forth in the National Agreement.

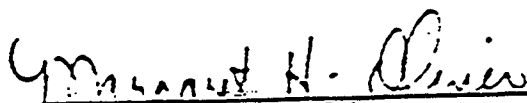
The question raised in this grievance involved the number of ET-9 positions needed on Tour 2 at the Atlanta BMC.

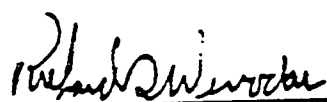
After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We agreed that this case involves a purely factual dispute over local staffing needs. Whether the facility is properly staffed can only be determined by full development of the specific fact circumstances involved.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing and arbitration, if necessary.

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


Richard I. Wevodau
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO



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

APR 17 1984

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: E. Loftis
Atlanta BMC, GA 30369
H1T-3D-C 30663

Dear Mr. Wevodau:

On March 26 1984, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure set forth in the National Agreement.

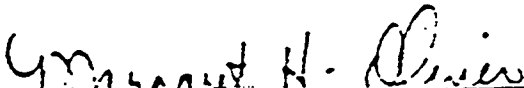
The question raised in this grievance involved the number of ET-9 positions needed on Tour 2 at the Atlanta BMC.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We agreed that this case involves a purely factual dispute over local staffing needs. Whether the facility is properly staffed can only be determined by full development of the specific fact circumstances involved.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing and arbitration, if necessary.

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


Richard I. Wevodau
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

S. SUBCONTRACTING

H4C-NA-C-5
H4T-4F-C-5725/5726
H4T-4C-C-7755
H4T-2B-C-9553
H4T-4A-C-16767
H4T-4F-17766
H4T-3Q-C-19626
H4T-4P-C-20952
H4T-4H-C-21048
H4T-4G-C-21613
H1T-4H-C-28836/40799
H1T-3A-C-29261
H1T-3A-C-30709

WASHINGTON, DC
CINCINNATI, OH
MINNEAPOLIS, MN
PHILADELPHIA BMC, PA
KEWANEE, IL
SIDNEY, OH
KENNER, LA
SPRINGFIELD, MO
WICHITA, KS
WASHINGTON, IN
WASHINGTON, DC
TEMPLE, TX
FT. WORTH, TX



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

MAY 10 1985

Mr. James W. Lingberg
National Representative-at-large
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Lingberg:

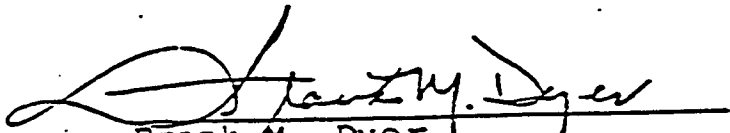
On May 7 we met in prearbitration discussion of H4C-NA-C 5, Washington, D.C. The question in this grievance involves the guidelines for procurement of services for the repair/replacement of customer locks for neighborhood delivery and collection box units.

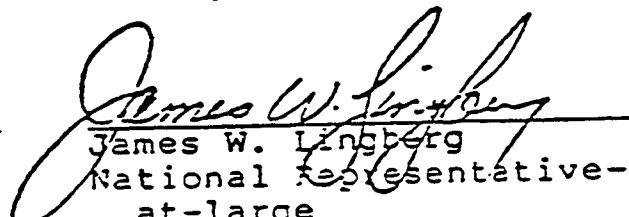
It was mutually agreed to full settlement of this case as follows:

Postmasters are advised that there is no prohibition to the procurement of services for the repair/replacement of customer locks for NDCBUS or parcel lockers, if that action is determined to be advantageous to the U. S. Postal Service and in accordance with Part 535.111 of the Administrative Support Manual.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing H4C-NA-C 5 from the national pending arbitration listing.

Sincerely,


Frank M. Dyer
Labor Relations Specialist
Arbitration Division
Labor Relations Department


James W. Lingberg
National Representative-at-large
American Postal Workers
Union, AFL-CIO

5/13/85
(Date)

Enclosure

.33 Field Maintenance

To decide whether to repair or replace equipment, assemblies, or subassemblies by field maintenance activities, use the following guidelines:

a. Estimate one-time costs of repairs or overhaul necessary to place the item in good operable condition. Include current price of all parts to be replaced as listed in the repair parts catalog or the exchange charge for complete assemblies or subassemblies, plus all shop labor hours. Use the midpoint of the hourly rate for PS-7 to estimate labor costs.

b. Use the formula in Exhibit 534.33b to make decision. One-time expenditure for repair or overhaul is authorized when estimated cost is within the percentage limits of the respective replacement cost, and repairs are not available by a qualified postal mechanic.

c. Local repair of items such as electric motors is authorized when needed service is minor. Minor repairs must not exceed 50 percent of the replacement cost of the motor.

d. If the estimated costs exceed the dollar amount of the repair limit, requisition a replacement item and dispose of the unserviceable unit.

e. Criticality of equipment, operational requirements may dictate the repairing of an item, even though the cost of repairs exceeds the economic limits.

535 Maintenance Service Contracts**535.1 General****.11 Use**

.111 *Postal Equipment Maintenance* of postal equipment should be performed by USPS personnel, whenever possible. *Exceptions:*

- a. Where capable personnel are not available, or
- b. When a piece of equipment is a prototype or experimental model or unusually complex, so that a commercial firm is the only practical source of required maintenance expertise.

.112 *Facility and Plant Equipment Contract* service is encouraged for USPS-operated facility and plant equipment maintenance, when economically advantageous.

.12 Procurement of Contracts

.121 *Authority.* All service contract procurement must comply with delegated contracting authority and procurement regulations for service contracts specified in Pub. 41. These are also subject to funds availability.

.122 Regional Approval

a. Pub. 41 requires regional approval of proposed solicitations under certain circumstances.

b. When proposing a major revision to provisions of an existing contract, consider submitting the proposal to the regional Contracts and Procurement Branch for prior approval.

.13 National Agreement Considerations

Installation heads must be knowledgeable about Article 32, Subcontracting, of the National Agreement with the postal unions, before considering contract maintenance service.

535.2 Contract Criteria**.21 Removal of Ashes and Rubbish**

Contract service may be authorized when the municipality or lessor is not obligated to provide removal services. When contractors are required to use USPS-owned equipment, such as crane hoists or elevators, to remove ashes and rubbish from the premises, they must use the equipment according to safety rules established by the postmaster. The postmaster must have this equipment inspected periodically to ensure its safe operating condition.

.22 Cloth and Laundry Service

Contract service may be authorized when necessary.

	Life Expectancy of Equipment					Percent of replacement cost authorized for repair/overhaul costs
	15 years	12 years	10 years	8 years	5 years	
Age of equipment in years	0-3	0-2	0-1	0-1	0-1	50
	4-6	3-4	2	2		45
	7-8	5-6	3	3	2	40
	9-10	7	4	4		35
	11	8	5	5	3	30
	12	9	6			25
	13	10	7	6	4	20
	14	11	8	7		15
	15	12	9-10	8	5	10

Example — A hamper dumper has a life expectancy of 15 years and a replacement cost of \$800. If the unit to be repaired is 12 years old, then 25 percent of \$800, or \$200, is authorized to be spent in returning the item to good operable condition.

Exhibit 534.33b Repair/Replacement Formula



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

APR 10 1986

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: Class Action
BMC, Cincinnati, OH 45900
H4T-4F-C 5725

Class Action
BMC, Cincinnati, OH 45900
H4T-4F-C 5726

Dear Mr. Wevodau:

On January 7, 1986, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether management violated the National Agreement by sub-contracting to paint fin tube registers and the fence surrounding the BMC.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. This a local dispute suitable for regional determination by application of Articles 31.2 and 32 of the National Agreement and Part 535.112 of the Administrative Support Manual to the specific fact circumstances.

Accordingly, we agreed to remand these cases to the parties at Step 3 for further processing including arbitration, if necessary.

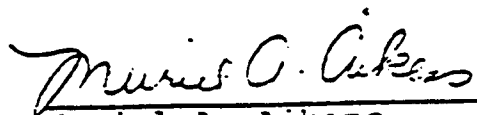
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand these cases.

Mr. Richard I. Wevoda

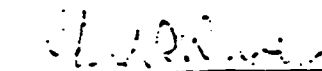
2

Time limits were extended by mutual consent.

Sincerely,



Muriel A. Aikens
Labor Relations Department



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



RECEIVED

MAR 26 1986

Richard I. Wevodau
DIRECTOR
MAINTENANCE CRAFT DIVISION
AMERICAN POSTAL WORKERS UNION

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

MAR 25 1986

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: Class Action
Minneapolis, MN 55401-9998
H4T-4C-C 7755

Dear Mr. Wevodau:

On February 19, 1986, 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 Article 32 of the National Agreement by subcontracting the painting of the Minneapolis' installation.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. Inasmuch as the union declined mutual agreement in this regard, however, the following represents the decision of the Postal Service on the particular fact circumstances involved.

A review of the information provided disclosed no contractual violation. In making the decision to subcontract the painting management apparently followed the provisions of Article 32.1.A. Having found no contractual violation the grievance is denied.

Time limits were extended by mutual consent.

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department



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

JUN 23 1987

RECEIVED

JUN 24 1987

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Richard I. Wevodau
DIRECTOR, LABOR RELATIONS DEPARTMENT
AMERICAN POSTAL WORKERS UNION

Re: Class Action
Philadelphia BMC, PA 19116
H4T-2B-C 9553

Dear Mr. Wevodau:

On June 8, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether an outside contractor should have been hired to repair the sprinkler system.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether the proper action was taken is a local matter and can be determined at the regional level based on the fact circumstances of this particular case using chapter 530 of the ASM as a guide.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

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,

Bertram J. Wilson
Bertram J. Wilson
Grievance & Arbitration
Division

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

RECEIVED



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

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

JUN 19 1987

Re: Class Action
Kewanee, IL 61443
H4T-4A-C 16767

Dear Mr. Wevodau:

On June 9, 1987, 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 contracting out custodial work.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed the matter is suitable for regional determination by application of the Collins Award in case number H4T-3W-C 9682 to the facts involved.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

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,

Andre B. Buchanan
Grievance & Arbitration
Division

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



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

RECEIVED

Richard I. Wevodau
MAINTENANCE CRAFT DIVISION DIRECTOR
AMERICAN POSTAL WORKERS UNION
JUN 19 1987

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: J. Unum
Sidney, OH 45365
H4T-4F-C 17766

Dear Mr. Wevodau:

On June 9, 1987, 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 Article 32 of the National Agreement by contracting out maintenance work.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed this matter is suitable for regional determination by application of subchapter 531.52 and/or 535 of the Administrative Support Manual to the facts involved.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

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,

Andre B. Buchanan
Andre B. Buchanan
Grievance & Arbitration
Division

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



RECEIVED



Richard I. Wevodau
DIRECTOR
MAINTENANCE CRAFT DIVISION
AMERICAN POSTAL WORKERS UNION

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

JUN 19 1987

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: Class Action
Kenner, LA 70062
H4T-3Q-C 19626

Dear Mr. Wevodau:

On June 9, 1987, 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 Article 32 of the National Agreement by subcontracting lawn work.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed this matter is suitable for regional determination by application of subchapter 535 of the Administrative Support Manual to the facts involved.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

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,

Andre B. Buchanan
Andre B. Buchanan
Grievance & Arbitration
Division

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



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

RECEIVED

MAR 27 1987

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

MAR 26 1987

Re: Class Action
Springfield, MO 65801
H4T-4P-C 20952

Dear Mr. Wevodau:

On March 4, 1987, 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 subcontracting painting work to an outside party.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed that this issue can be determined by application of the provisions of the Administrative Support Manual, Part 535.

Accordingly, we agreed to remand this case to the parties at Step 3 for 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 A. Aikens

Muriel A. Aikens
Grievance & Arbitration
Division

Richard I. Wevodau

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



RECEIVED

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

MAR 27 1987

Richard I. Wevodau
MAINTENANCE DIVISION DIRECTOR
AMERICAN POSTAL WORKERS UNION

MAR 26 1987

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: Class Action
Wichita, KS 67276
H4T-4H-C 21048

Dear Mr. Wevodau:

On March 4, 1987, 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 provisions of the National Agreement by subcontracting the striping of the parking lot at the Downtown Station in Wichita, Kansas.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local dispute suitable for regional determination by application of Article 32 of the National Agreement to the particular circumstances.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration, if necessary.

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

Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens

Muriel A. Aikens
Grievance & Arbitration
Division

Richard I. Wevodau

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



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

RECEIVED

MAR 27 1987

Richard I. Wevodau
MAINTENANCE DIVISION DIRECTOR
AMERICAN POSTAL WORKERS UNION

MAR 26 1987

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: Class Action
Washington, IN 47501
H4T-4G-C 21613

Dear Mr. Wevodau:

On March 4, 1987, 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 at the Washington, Indiana, Post Office improperly subcontracted the painting of collection boxes to an outside party.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local issue suitable for regional determination by application of Part 535 of the Administrative Support Manual to the specific fact circumstances.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, and arbitration, if necessary.

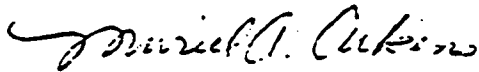
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,



Muriel A. Aikens
Grievance & Arbitration
Division



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

RECEIVED

MAR 5 1987



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100
March 5, 1987

Richard I. Wevodau
MAINTENANCE CRAFT DIVISION DIRECTOR
AMERICAN POSTAL WORKERS UNION

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: H1T-4H-C 28836
H1T-4E-C 32702
H1T-4B-C 33141
H1T-4J-C 34360
H1T-4C-C 36553
H1T-3W-C 40799

Dear Mr. Wevodau:

You met with Mr. James Hellquist in prearbitration discussion of the above-referenced cases.

In the interest of resolving the subject cases without prejudice to the position of either party in this or any other future case, the above grievances are resolved as follows:

1. Case No. H1T-4H-C 28836 is remanded to the respective region for arbitration at the regional level by application of Article 32 and Part 535 of the Administrative Support Manual. The parties further recognize that the issue in this case is not a national-level interpretive issue and thus remains a simple factual determination.

It is further understood and agreed upon by the parties that Article 32 of the National Agreement may be applied in addition to Part 535 of the Administrative Support Manual and whatever other arguments the parties may apply.

2. The union agrees to withdraw the remaining cases referenced from the pending national arbitration list.

Mr. Richard I. Wevodau

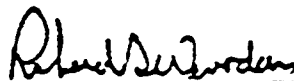
2

This resolution constitutes full and final settlement of the subject grievances and resolves all issues pertaining thereto.

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

Sincerely,


George S. McDougald
General Manager
Grievance and Arbitration
Division


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



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

APR 18 1984

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: Class Action
Temple, TX 76501
H1T-3A-C 29261

Dear Mr. Wevodau:

On March 26, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

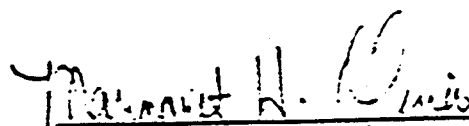
The question raised in this grievance is whether the installation of Neighborhood Collection and Delivery Box Units (NCDBU's) and concrete slabs should be performed by maintenance craft employees instead of a private contractor.

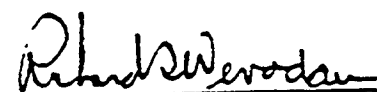
During our discussion, we agreed that if there are no time constraints and sufficient manpower is available, maintenance craft employees will be used to perform the work. However, it is our mutual understanding that if faced with problems such as time constraints, insufficient manpower, etc., management will take appropriate measures, including contracting out, to ensure completion of the work.

Based on the above and our review of the case file, we agreed to close this case as no further action is required.

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


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



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

APR 18 1984

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: Class Action
Fort Worth, TX 76101
HLT-3A-C 30709

Dear Mr. Wevodau:

On March 26, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

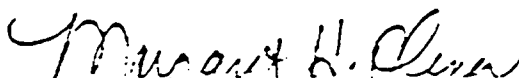
The question raised in this grievance is whether the installation of Neighborhood Collection and Delivery Box Units (NCDBU's) and concrete slabs should be performed by maintenance craft employees instead of a private contractor.

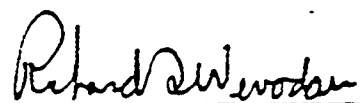
During our discussion, we agreed that if there are no time constraints and sufficient manpower is available, maintenance craft employees will be used to perform the work. However, it is our mutual understanding that if faced with problems such as time constraints, insufficient manpower, etc., management will take appropriate measures, including contracting out, to ensure completion of the work.

Based on the above and our review of the case file, we agreed to close this case as no further action is required.

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


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

T. TRAINING

A8-W-0241
AC-W-1592
H1T-2F-C-1925
H4T-3U-C-2424
AC-N-3474
AC-W-7253
H4T-3D-C-7831
H4T-1J-C-8810
H8T-1K-C-9106
H8C-5F-C-9602
H4T-3P-C-10805
H1T-5K-C-11183
H1T-1E-C-16558
H1T-1K-C-19915
H4T-2N-C-34006/34007
H1C-4B-C-37025
H1T-1J-C-39774

DENVER, CO
ALBUQUERQUE, NM
PITTSBURGH, PA
HOUSTON, TX
NEW HAVEN, CT
INGLEWOOD, CA
ATLANTA, GA
HARTFORD, CT
WHITE RIVER JUNCTION, VT
WASHINGTON, DC
GREENVILLE, SC
PHOENIX, AZ
BOSTON, MA
MANCHESTER, NH
CINCINNATI, OH
SAGINAW, MI
SBMC, MA



RECEIVED JAN 7 1980

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

JAN 4 1980

Mr. William J. Kaczor
Executive Vice President
Maintenance Craft
Americsn Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU - Local
Denver, CO (BMC)
A8-W-0241/W8T5FC-953
APWU-0241

Dear Mr. Kaczor:

On December 18, 1979, 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.

Information with the file disclosed that the Union alleges that management has breached the terms of the National Agreement because they are sending MPE, PS-6 employees to developmental training before giving MPE, PS-7 training opportunities to increase skills in their present assignemnt on a senior-qualified volunteer basis. The Level 6 MPE mechanics were sent for training in accordance with Article 38.3.B.2B. There is no obligation on the part of management to first schedule MPE, PS-7 for additional training before granting to Level 6's the opportunity for extended knowledge and opportunity. In view of the foregoing, the grievance is denied. It is further management's opinion that this grievance does not involve an interpretive issue pertaining to the National Agreement or a supplement thereto which may be of general application.

Sincerely,

James L. Tessier
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

August 13, 1976

AUG 16 1976

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU Local
Albuquerque, NM
AC-W-1592 (AC-32)/W-13-75A
APWU - 1592

Dear Mr. Wevodau:

On May 25, 1976, 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.

There are two Postal Bulletins, issued since this grievance was filed, which have a significant bearing on the issues with which the case is concerned.

Postal Bulletin No. 21073, dated March 25, 1976, contains current USPS policy relative to the payment of night shift differential to maintenance craft employees participating in certain types of training. Postal Bulletin No. 21065, dated December 18, 1975, contains the policy established by the USPS relative to compensation for maintenance craft employees, under certain circumstances, for travel time to Postal Service training centers.

The appropriate postal officials will take the steps necessary to see that eligible employees are granted any night shift differential due them under the policy contained in Postal Bulletin No. 21073.

With regard to the portion of the grievance pertaining to compensation to maintenance employees for travel time to Postal Service training centers, we think it appropriate to

point out that the USPS is currently preparing detailed instructions and accompanying payroll procedures for implementing the policy set forth in Postal Bulletin No. 21065. The appropriate postal officials are being instructed to take the steps necessary to carry out this policy upon receipt of the previously mentioned instructions and procedures. Eligible employees will be granted any compensation due them as soon as it is practicable to do so.

In view of the foregoing, we believe the grievance can properly be considered settled. The time limits were extended in this instance by mutual consent.

Sincerely,


George S. McDougald
Labor Relations Department



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

June 30, 1983

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

Re: APWU Local
Pittsburgh, PA 15219
H1T-2F-C 1925

Dear Mr. Wevodau:

On April 20 and June 8, 1983, we met 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.

This grievance involves the establishment of training requirements in connection with E-COM training billets. In this case, the Eastern region issued instructions for maintenance staffing of the E-COM system. The instruction included a requirement that individuals selected for E-COM training should have successfully completed a training course in both Mark II and MPLSM. The union contends that the regional instruction was in conflict with national instructions.

During our discussion, we agreed that instructions such as these should only be issued by national headquarters. We also agreed that inasmuch as instructions have been issued by headquarters, no further corrective action is necessary in this case and we consider the matter closed.

Mr. Richard I. Wevoda

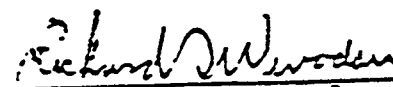
2

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

The time limits for processing this case was extended by mutual consent.

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



NOV 21 1985

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

Robert L. Wroble
Natl. L. WORKERS UNION

NOV 20 1985

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: Class Action
Houston, TX 77201
H4T-3U-C 2424

Dear Mr. Wevoda:

Dear Mr. Wevodau:

On October 25, 1985, and again on November 4, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The grievance is whether employees were denied training in levels 8, 9, .

On October 1, 1981, the above-captioned union requested to discuss the above-captioned grievance and to discuss our contractual grievance procedure.

The issue in this grievance is whether employees were properly selected for job related training in levels 8, 9, and 10.

At this level agree that seniority plays a role in the selection of volunteers for such training.

The issue in this case is whether the employee was properly selected for job level 10.

While the parties at this level agree that seniority plays a part when selecting from among volunteers for such training, the union raised a collateral issue regarding nonselection of an employee who attended training for 6 or more weeks during the previous 12 months. The union contends that the language invoking the 12 month period became effective December 24, 1984, therefore, training attended prior to that date should not be counted when that reason is used to non-select a volunteer.

that no national interpretive issue of the National Agreement such as the

1984, therefore, should not be counted when that is a volunteer.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. However, inasmuch as the union did not agree, the following represents the decision of the Postal Service on the particular fact circumstance involved.

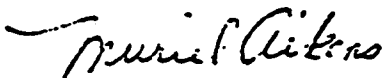
Mr. Richard I. Wevodau

2

For job-related training in levels 8, 9, and 10, management will select from among volunteers within the occupational group, level, and tour where the need for the skills exists. In the instant situation, one volunteer was so selected. Management has the discretion to select any employee(s) from the above-cited group. Although not relevant to the issue at hand, management may properly choose to non-select a volunteer who has attended training for 6 or more weeks during the 12 months prior to the time such selection is made. Accordingly, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,



Muriel Aikens
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

August 13, 1976

AUG 16 1976

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union,
AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: D. Baxter
New Haven, CT
AC-N-3474 (AC-62)V75-2420
APWU-3474

Dear Mr. Wevodau:

On July 28, 1976, 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.

Based upon our review of the information in the file, it appears that instructions pertaining to night shift differential for maintenance craft employees attending training courses, as set forth in Postal Bulletin No. 21073 (March 25, 1976), are applicable in this case. Accordingly, the appropriate postal officials are being instructed to take the necessary measures to ensure that the grievant's compensation for the period of time in question is as called for in the previously mentioned instructions.

In light of the corrective action being taken, we believe the grievance can properly be considered resolved.

Sincerely,

George S. McDougald
George S. McDougald
Labor Relations Department



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

January 31, 1977

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union,
AFL-CIO
817 14th Street, NW
Washington, DC 20005

Re: O. Mosby
Inglewood, CA
AC-W-7253 (AC-76)
W1040-76A
APWU 7253

Dear Mr. Wevodau:

On August 19, 1976 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.

Based on the evidence presented in this grievance, we find that the employee, MPE-6 will be given the necessary training on LSM machines and Mark II facer cancelor as soon as the opportunity becomes available. Local management will make every effort to make the training available for the employee so that he can become eligible for the MPE-7 register.

Therefore, we consider the issues raised in this grievance to be resolved and the grievance is closed.

Time limits were extended by mutual agreement.

Sincerely,


Michael J. Harrison
Labor Relations Department

FEB 1 1977



RECEIVED

OCT 21 1985

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

Richard I. Wevodau
MAINTENANCE CRAFT DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

OCT 18 1985

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: R. Davis
Atlanta, GA 30304
E4T-3D-C 7831

Dear Mr. Wevodau:

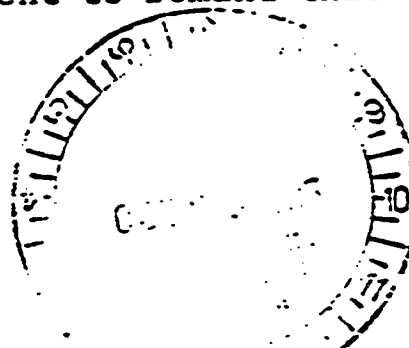
On September 26, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the grievant should be required to attend additional training when he does not wish to be promoted.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether the training course at issue is job-related or developmental is a local dispute suitable for regional determination by application of Part 711.5 of the ELM to the fact circumstances.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing including arbitration, if necessary.

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



Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens
Labor Relations Department

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



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

RECEIVED

MAY 17 1986

Richard I. Wevoda
MAINTENANCE CRAFT DIVISION DIRECTOR
AMERICAN POSTAL WORKERS UNION

MAY 9 1986

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

Re: P. Foley
Hartford, CT 06101
H4T-1J-C 8810

Dear Mr. Wevoda:

On April 16, 1986, 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 in making a training assignment.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed that the issue requires application of the provisions of Article 38.6.A.1 which provides in part that for job related training in levels 8, 9, and 10 the employee selected will be chosen from among volunteers within the occupational group, level and tour where the need for the skills exist.

Accordingly, we agreed to remand this case to the parties at Step 3 for application of the above to the facts involved and final disposition.

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

Mr. Richard I. Wevodau

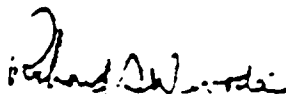
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Time limits were extended by mutual consent.

Sincerely,



Margaret H. Oliver
Labor Relations Department



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



RECEIVED

1980

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

March 20, 1980

Mr. William J. Kaczor
Executive Vice President, Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: W. Jones
White River Junction, VT
H8T-1K-C-9106

Dear Mr. Kaczor:

On March 18, 1980, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

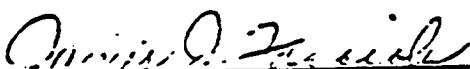
During our discussion, we mutually agreed that there is no interpretive dispute between the parties at the National Level as to the meaning and intent of Article XXXVIII, Section 3.B.2, as it relates to involuntary selection for training.

Accordingly, as further agreed, this case is hereby remanded to Step 3 for further processing by the parties at that level based upon the fact circumstances involved.

It is noted that local management accommodated the grievant by rescheduling the training for warmer weather.

Please sign a copy of this letter as your acknowledgment of agreement to remand this case.

Sincerely,


James J. Facciola
Labor Relations Department


William J. Kaczor
Executive Vice President
Maintenance Craft
American Postal Workers Union,
AFL-CIO



DEC 15 1981

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

December 14, 1981

Mr. James I. Adams
Administrative Aide
Maintenance Craft
American Postal Workers
Union, AFL-CIO
817 14th Street, NW
Washington, DC 20005

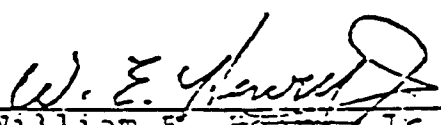
Dear Mr. Adams:

On December 11, 1981, we met in pre-arbitration discussion of H8C-5F-C-9602. It was mutually agreed that the following would represent full settlement of this case:

1. While there is no contractual obligation for the employer to pay out-of-schedule premium to employees in a training situation, the parties recognize the need for the employees to be informed as far in advance as possible when a schedule change for training purposes is needed.
2. Therefore, when it is possible, the employees should be notified of the schedule change by Wednesday of the preceeding week.
3. Those employees, in this grievance, who were required to work in the processing of mail during hours other than their normal schedule will be compensated at the overtime rate for the time in question on the day(s) in this grievance.

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing H8C-5F-C-9602 from the pending national arbitration listing.

Sincerely,


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


James I. Adams
Administrative Aide
Maintenance Craft
American Postal Workers
Union, AFL-CIO

RECEIVED

MAR 26 1986



Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

MAR 25 1986

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: E. Smith
Greenville, SC 29602
H4T-3P-C 10805

Dear Mr. Wevodau:

On January 7, 1986, 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 denied compensation to the grievant for travel time during his return from training.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether the grievant was entitled to compensation for travel time when returning home from training is a local dispute suitable for regional determination by application of Part 261.164 of the F-21 Handbook to the fact circumstances.

The parties at this level agree that the grievant is entitled to overtime pay from 4:45 p.m. to 7:00 p.m. for travel time outside his established hours of service. The parties further agreed that whether the travel was classified as away from home overnight or as a job site is immaterial to the issue.

Accordingly, we 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.

Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens

Muriel A. Aikens
Labor Relations Department

Richard I. Wevodau

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



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

June 24, 1983

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

Re: S. Rosenblatt
Phoenix, AZ 85026
EIT-5K-C 11183

Dear Mr. Wevodau:

On June 8, 1983, we met 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.

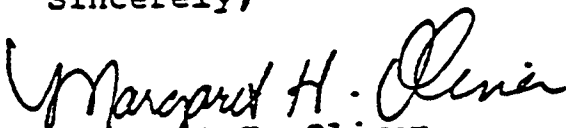
The question in this grievance is whether management violated Article 38 of the National Agreement by not selecting the grievant, an ET-9, for training.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. Whether or not an employee at a local office should be selected for training not covered by the National Agreement, as in this case, is not a national interpretive question.

Based on a thorough review of the grievance file, and pertinent regulations including ELM 713, I find no justification for disturbing the determinations relative to training needs made by local management officials.

Accordingly, the grievance is denied.

Sincerely,


Margaret H. Oliver
Labor Relations Department

RECEIVED DEC 27 1983



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

DEC 21 1983

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

Re: R. Hill
GMF Boston, MA 02205
HIT-1E-C 16558

Dear Mr. Wevodau:

On December 8, 1983, 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 violated Article 38 of the National Agreement by selecting an ET-10 for MPLSM training rather than the grievant who is a Level 8 and who is on the ET-9 promotion eligibility register.

The union contends that the ET-10 was not on the ET-9 PER and was, therefore, ineligible for selection for the training.

It is the position of the Postal Service that no national interpretive issue is fairly presented in the particulars evidenced in this case.

The record shows that the training was given to an employee on Tour 2 for the purpose of providing coverage on that tour when needed. There was no vacancy on the tour so neither promotion nor reassignment was involved. Therefore, in our view, the provisions of Article 38.3.B.2.b would not be applicable to this particular situation. Accordingly, the grievance is denied.

Sincerely,

Margaret H. Oliver
Labor Relations Department



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

JAN 1 6 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, NE 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.

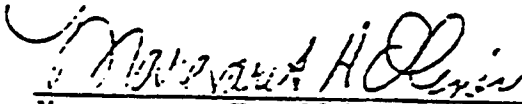
Mr. Richard I. Wevodau

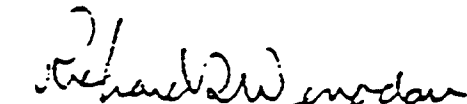
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During our discussion, we agreed to resolve this case, as no further action is required; however, the above award is to be applied when training needs are determined in future situations such as that with which this grievance is concerned.

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



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

RECEIVED

JUN 1 1987

Richard I. Wevoda
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

Mr. Richard I. Wevoda
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

MAY 29 1987

Re: Heideman
Cincinnati, OH 45234
H4T-2N-C 34006

Heideman
Cincinnati, OH 45234
H4T-2N-C 34007

Dear Mr. Wevoda:

On May 21, 1987, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether the grievant was improperly denied an opportunity for training while he was on extended light duty.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. Whether the grievant was improperly denied an opportunity for training is a local dispute suitable for regional determination by application of the provisions of Article 38, Section 6A, to the fact circumstances involved. We further agreed that the issue of whether the grievant's physical limitations would have prevented him from attending or participating in the training courses should be considered.

Accordingly, we agreed to remand these cases to the parties at Step 3 for further processing, including arbitration if necessary.

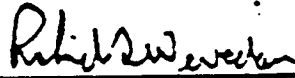
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand these cases.

Time limits were extended by mutual consent.

Sincerely,



Elizabeth A. Johnson
Grievance & Arbitration
Division



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



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

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

MAY 14 1985

Re: APWU - Local
Saginaw, MI 48605
HLC-4B-C 37025

Dear Mr. Wevodau:

On May 2, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

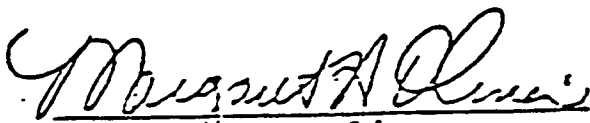
This grievance involved advance notice of a schedule change to attend training.

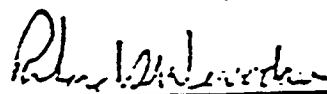
During our discussion, we agreed to settle this case based on our mutual understanding as follows:

1. While there is no contractual obligation for the Employer to pay out-of-schedule premium to employees in a training situation, the parties recognize the need for the employees to be informed as far in advance as possible when a schedule change for training purposes is needed.
2. Therefore, when it is possible, the employees should be notified of the schedule change by Wednesday of the preceeding week.

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



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

MAY 09 1985

RECEIVED

MAY 13 1985

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

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

Re: H. Steding
SBMC, MA 01151
HIT-1J-C 39774

Dear Mr. Wevodau:

On May 2, 1985, we met with your representative to discuss the above-captioned grievance at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The issue in this grievance is whether employees were sent for developmental training in accord with Article 38.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. There is no dispute between the parties relative to the meaning and intent of the provisions of Article 38.3.B.2 and its application to the fact circumstances involved in this case.

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

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

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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

T. TRAVEL

INTERMEDIATE TRAVEL

H1T-2M-C-4115/4181

AC-E-6745

H4T-5D-C-15787

H1N-4A-C-27091

CHARLESTON, WV

PITTSBURGH, PA

PASCO, WA

PEORIA, IL



FINANCE GROUP
Washington, DC 20260

August 12, 1977

MEMORANDUM TO: Director, E&LR, All Regions
Director, Finance, All Regions
Director, Postal Data Centers

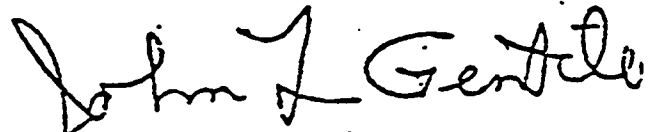
SUBJECT: Intermediate Travel Home During Long
Term Training

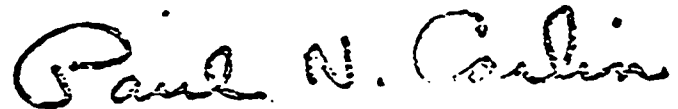
This memorandum is in further reference to and will rescind the memorandum dated June 14, 1977 from John L. Gentile to H. F. Bolfig on the subject "Intermediate Travel Home During Long Term Training Assignment" (copy attached).

The Employee and Labor Relations sections of the Postal Service Manual relative to this issue are in the process of being revised. For employees who are involved in long term training assignments away from their duty station, the following policy will be applicable:

If the training assignment is for three weeks or less, no intermediate travel to the employee's permanent duty station will be authorized. For training assignments in excess of three weeks, an employee will be authorized one week-end trip to his/her permanent duty station. One additional week-end trip to the employee's permanent duty assignment will be authorized for each additional three-week period of the training assignment thereafter. The actual scheduling of the week-end trips will be given in the information sent to each employee scheduled for a course in excess of three weeks. Authorization will be to return only to the employee's permanent duty station. Any exception to this policy on trip destination must be authorized by the SAPMG, E&LR Group.

The above policy reflects a clarification of previous policies and is effective immediately. All charges authorized in accordance with the above policy will be made in accordance with the travel regulations found in the M-9 Handbook. The M-9 Handbook will be amended to reflect consistency with this policy.


John L. Gentile
Assistant Postmaster General
Finance Department


Paul N. Carlin
Assistant Postmaster General
Employee Relations Department

Attachment



RECEIVED

APR 2 1984

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

MAR 30 1984

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: Class Action
Charleston, WV 25301
EIT-2M-C 4115

Fisher
Charleston, WV 25301
EIT-2M-C 4181

Dear Mr. Wevodau:

On February 24, 1984, we met to discuss the above-captioned cases at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in these grievances involved whether maintenance craft employees are correctly compensated for time spent traveling to and from training conducted at the Oklahoma Technical Center.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in these cases. We agreed that the question raised requires application of ELM 438 rather than an interpretation.

Accordingly, as we further agreed, the cases are hereby remanded to the parties at Step 3 for further processing if necessary.

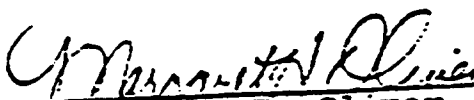
Mr. Richard I. Wevoda

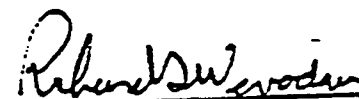
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Please sign and return a copy of this letter as your acknowledgment of agreement to remand these cases.

Time limits were extended by mutual consent.

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

September 16, 1976

Mr. Richard I. Wevodau
Executive Vice President
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: APWU Local
Pittsburgh, PA
AC-E-6745 (AC-72)/E3-ALL-383
APWU - 6745

Dear Mr. Wevodau:

On August 17, 1976, 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.

The grievance involves a request that Maintenance Craft employees be compensated for time spent traveling to OPTO, Norman, Oklahoma and other Postal Service training centers.

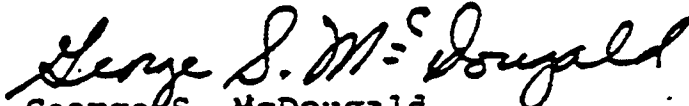
As you are aware, a policy has been established to compensate Maintenance Craft employees, under certain circumstances, for travel time to PST&DI (Technical Center) and other Postal Service training centers. This policy was announced in Postal Bulletin No. 21065, dated December 18, 1975.

The U. S. Postal Service is currently preparing detailed instructions and accompanying pay roll procedures to implement this policy. Upon receipt of the previously mentioned instructions, the appropriate postal officials will take the steps necessary to ensure that eligible employees are properly compensated in accordance with USPS policy.

In view of the foregoing, we believe the grievance can properly be considered settled.

The time limits were extended in this instance by mutual consent.

Sincerely,


George S. McDougald
Labor Relations Department



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

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

SEP 5 1986

Re: D. Wharton
Pasco, WA 99301
H4T-5D-C 15787

Dear Mr. Wevodau:

On January 24, 1986, 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 denied compensation to the grievant for travel time during his return from training.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether the grievant was entitled to compensation for travel time when returning home from training is a local dispute suitable for regional determination by application of Part 261.164 of the F-21 Handbook to the fact circumstances.

The parties at this level agree that the grievant is entitled to overtime pay for travel time outside his established hours of service.

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

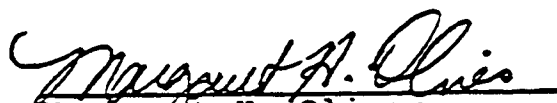
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

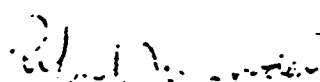
Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



RECEIVED

MAR 13 1985

Richard I. Wevodau
MAINTENANCE DIVISION DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

MAR 12 1985

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: Class Action
Peoria, IL 61601
E1N-4A-C 27091

Dear Mr. Wevodau:

On December 17, 1984, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the use of the Scheduled Airlines Ticket Office (SATO) violates the National Agreement.

The facts in this case indicate that the Postal Service schedules bargaining-unit employees' travel through the SATO.

The union contends that the use of SATO violates the provisions of the Postal Bulletin 21415 (8/4/83) and that all airlines that fly small planes are unsafe airlines.

It is the position of the Postal Service that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. Inasmuch as the union declined mutual agreement in this regard, the following represents the decision of the Postal Service on the particular fact circumstances involved.

It is our further position that SATO is not a travel agency and its use is not prohibited by the cited article. The FAA determines whether an airline is unsafe.

Based upon the above considerations this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,

Spencer R. Butler

A. J. Johnson
A. J. Johnson

W. WORKCLOTHES

H4C-1Q-C-10951

H8T-4C-C-18328

H1T-3D-C-31579

WAPPINGERS FALL, NY

MINNEAPOLIS, MN

ATLANTA BMC, GA



RECEIVED

MAY 17 1986

Richard I. Wevoda

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

MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

MAY 9 1986

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

Re: J. Danzer
Wappingers Fall, NY 12590
H4C-1Q-C 10951

Dear Mr. Wevoda:

On April 16, 1986, 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 grievants are entitled to a work clothe allowance.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed that the question raised can be answered by applying the provisions of ELM 581 to the facts involved. If a dispute remains, it is suitable for regional determination.

Accordingly, we agreed to remand this case to the parties at Step 3 for 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,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

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



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

....
DEC 5 1980

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

Re: P. Simpson
Minneapolis, MN
H8T-4CC-18328
H8C.923

Dear Mr. Wevodau:

On December 1, 1980, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

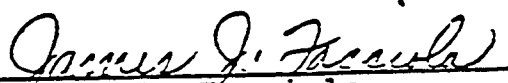
During our discussion, we mutually agreed that there is no interpretive dispute between the parties at the National Level as to the meaning and intent of Article XXXVIII, Section 2.C, as it relates to placement on the Promotion Eligibility Register.

Accordingly, as further agreed, this case is hereby remanded to Step 3 for further processing by the parties at that level based upon the fact circumstances involved.

Local management is reminded of its obligation under Article XXXI to make available to the Union all relevant information necessary to determine whether a grievance should be pursued.

Please sign a copy of this letter as your acknowledgment of the agreement to remand this case.

Sincerely,


James J. Facciola
Labor Relations Department


Richard I. Wevodau
President, Maintenance Craft
American Postal Workers Union,
AFL-CIO



RECEIVED

MAR 7 1986

Richard I. Wevodau
DIRECTOR
MAINTENANCE CRAFT DIVISION
AMERICAN POSTAL WORKERS UNION

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

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

MAR 7 1986

Re: W. Frey
Atlanta BMC, GA 30369
H1T-3D-C 31579

Dear Mr. Wevodau:

On January 7, 1986, we met to discuss the above-captioned grievance at the fourth step of the contractual grievance procedure.

The issue in this grievance is whether local management's requirement for maintenance craft employees to wear hard hats violates the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local dispute suitable for regional determination by application of the September 9, 1980 letter from Michael J. Harrison regarding the use of bump hats to the fact circumstances.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing including arbitration if necessary.

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,

M. A. Aikens

M. A. Aikens
Labor Relations Department

Richard I. Wevodau

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