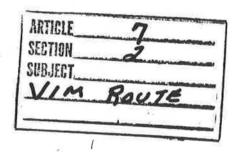


UNITED STATES POSTAL SERVICE 475 L'Enfant Plaza, SW Washington, DC 20260

February 26, 1982

Mr. Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005



Re: L. Silva
Fall River, MA 02722
HlC-1E-C-862

Dear Mr. Anderson:

On February 10, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure as set forth in Article 15, Section 2 of the National Agreement.

The question in this grievance is whether management violated Article 7, Section 2 of the National Agreement, when a carrier was assigned clerical duties within the Hanover Street building complex.

It is our position that the carrier was assigned duties consistent with the Vertical Improved Mail (VIM) Program. Under the provisions of Title 39, Code of Federal Regulations (CFR) Part 155, business mail delivery is to be accomplished most effectively by using the Vertical Improved Mail Service. This service can be provided in the form of lockbox, call window, or conveyor service. Furthermore, 39 CFR, Section-155.17(b) states, "the carrier (emphasis added) must be able to service the boxes without interference from swinging or opening doors. The area must be adequately lighted so as to afford the best protection to the mail and enable carriers (emphasis added) to read addresses on mail and names on boxes easily." Additionally, "where one or more carriers (emphasis added) will be based on site, an additional work area the equivalent of 80 square feet per carrier should be included in the mailroom."