



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

March 28, 1980

Mr. Don Johnson
Administrative Vice President
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

ARTICLE	37
SECTION	3F9
SUBJECT	POL AND RELIEF POSTING

Re: APWU Local
Atlanta, GA
H8C3PC11463

Dear Mr. Johnson:

On March 27, 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 concluded that at issue in this grievance is whether the information on the posting for a vacant position was sufficiently specific.

After reviewing the information provided, it is our mutual position that the posting in question met all of the specification requirements mandated by Article 37. Therefore, we agreed to consider this grievance closed.

Please sign the attached copy of this letter as your acknowledgment of the final disposition of this case.

Sincerely,


Daniel A. Kahn
Labor Relations Department


Don Johnson
Administrative Vice President,
American Postal Workers Union,
AFL-CIO

I N T E R P R E T A T I O N
Article XXXVII, 3.F.9

Page 84
H8C-3P-C-11463
Atlanta, Georgia

**Specific Information on Posting Vacant Position,
Pool & Relief Assignments**

Article XXXVII, 3. F. 9.:

"Pursuant to the Memorandum of Understanding, dated March 3, 1975, concerning use of full-time regular employees on Relief and Pool Duty assignments, such assignments in the clerk craft shall normally be used to cover:

- a. Absences of employees holding regular bid assignments in:
 - (1) Stations or Branches
 - (2) Window Services
 - (3) Customer Service, Finance or E&LR
- b. Functions which predictably occur at the end of the accounting period (Timekeeper, Examination Specialist, etc.)."

Article XXXVII, 3.E.5.:

Information shall be as shown below and shall be specifically stated:...

- 5. The principal assignment area (e.g., parcel post, incoming or outgoing in the main office, or specified station, branch, or other location(s) where the greater portion of the assignment will be performed)."

The instant grievance concerns a posting of Distribution and Window Clerk (Relief) showing relief at thirty-five (35) stations and branches. The Union grieved the posting did not specify the nature of the assignment by enumerating the type and location of assignments to be relieved. The Union contended the posting did not fulfill the intent of the Memorandum of Understanding. Further, the posting in question clearly stated the title of the position advertised as being Distribution and Window Clerk Relief, thus, indicating to the Union that this assignment carried a primary assignment of window work.

Management contended the posting met the requirements for such assignments.

Step 4, Final Disposition, March 28, 1980:

"During our discussion, we concluded that at issue in this grievance is whether the information on the posting for a vacant position was sufficiently specific.

"After reviewing the information provided, it is our mutual position that the posting in question met all of the specification requirements mandated by Article XXXVII. Therefore, we agreed to consider this grievance closed."