

RECEIVED DEC 27 1983



ARTICLE _____
SECTION _____
SUBJECT Training
Selection
Not Interpretive

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
HLT-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



JUN 27 1983

ARTICLE _____
SECTION _____
SUBJECT Training
Selection
Not Interpretive

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
HLT-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
Margaret H. Oliver
Labor Relations Department