



DEC 9 1982
37. Seniority

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

December 8, 1982

Mr. Wallace Baldwin, Jr.
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005

ARTICLE	37
SECTION	3 F 12
SUBJECT	DISPLACEMENT

Re: G. Meyers
Albuquerque, NM 87101
H1C-5F-C 4975

Dear Mr. Baldwin:

On September 27 and November 8, 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 in this grievance is whether management violated Article 37 of the National Agreement by allegedly displacing an employee from his bid assignment with an employee, from an overlapping tour, who was junior in seniority. The overlap in this instance was, in part, due to overtime.

According to the information provided, displacement did not occur in this instance. The Postal Service is committed to the principle that normally the successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee; as well as to there being no guarantee that employees scheduled for before tour and/or after tour overtime will work their duty assignments. In the instant case, we find no evidence that either principle has been violated. Accordingly, the grievance is denied.

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

