



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

July 6, 1983

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: M. Etchepare
Pacific Palisades, CA 90272
H1N-5B-C 11224

Dear Mr. Overby:

On June 14, 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 is whether local management properly scheduled grievant for holiday work in the clerk craft by using a seniority date established when he was awarded a VOMA position.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. It was mutually agreed that any successful bidder of a VOMA position carries with him or her the seniority of the craft of which he or she is a member.

As a full and final settlement of all matters relative to this grievance, we mutually agreed to settle this dispute as follows:


As long as the grievant remains in his current VOMA position, local management will use his seniority that he carried with him as a member of the carrier craft. Except as specifically provided otherwise, the grievant shall retain his carrier seniority when seniority is used as a determining factor.


Mr. Halline Overby

2

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

Sincerely,


Leslie Bayliss
Labor Relations Department


Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO



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UNITED STATES POSTAL SERVICE
Western Regional Office
San Bruno, CA 94099

Mr. Brian Farris, NALC
National Business Agent
363 S. Main Street #106
Orange California 92668

APR 22 1983

Pacific Palisades, CA
M. Etchepare
WLN-5B-C 11224

Dear Mr. Farris:

This will confirm the Step 3 hearing between your designee Tom Young and myself concerning the above grievance on April 6, 1983.

The issue in this grievance involves holiday scheduling of a VOMA clerk, who is originally from the Carrier Craft, to perform Clerk distribution duties.

Facts indicate the concerned VOMA position has a scheme requirement. The grievant, after qualifying on scheme requirements, was awarded the VOMA job on March 6, 1982. However, his Carrier craft seniority is June 21, 1975. At the local level, the question was raised as to how the VOMA Clerk would be scheduled for holiday work if needed. That is, is he scheduled using his Carrier craft seniority of 1975 or the date he became a VOMA Clerk in 1982? In the absence of contract guidance the local Postmaster felt it would be proper to reach an agreement with the local President of the APWU. The agreement reached states:

For purposes of Clerk holiday scheduling duties, the parties agree, the VOMA Clerk, member of the Carrier craft, has Clerk seniority from March 6, 1982, the date he received his VOMA position."

The union (NALC) maintains the grievant (VOMA Clerk) cannot be scheduled to work on the Clerk holiday schedule except where the contract permits crossing crafts. Further, if the grievant is scheduled it should be done using his Carrier craft seniority date of 1975 as he has no Clerk craft seniority of 1982.

The first issue in this grievance involves whether or not Management has the right to schedule the grievant for holiday work in the Clerk craft.

If it is determined Management does not have the right to schedule the VOMA Clerk for Clerk holiday work, then the issue is resolved


totally and no further questions are unanswered. If Management does have the right then the next issue is raised. Was the agreement reached between Management and the APWU proper? Or must the grievant be scheduled for Clerk holiday work using his Carrier craft seniority date of 1975?

Management maintains that since the concerned VOMA position has a scheme requirement, it should follow that we do have the right to schedule the grievant to perform Clerk distribution duties on the Clerk holiday schedule. Further, the local Postmaster's efforts to reach a mutual agreement rather than a unilateral action was not unreasonable. Management contends the holiday scheduling of the concerned VOMA Clerk does not violate the collective bargaining agreement.

Based upon the above the grievance is denied.

In our judgment, the grievance involves an interpretive issue, pertaining to the National Agreement or a supplement thereto which may be of general application, and thus may only be revealed to Step 4 in accordance with the provisions of Article 15 of the National Agreement.

Sincerely,


William E. Bowling, Regional
Labor Relations Representative