

C# 00750  
AxB

UNITED STATES POSTAL SERVICE

Case Nos. AC-S-25,727  
AC-S-27,105

and

ISSUED:

AMERICAN POSTAL WORKERS UNION  
AFL-CIO

December 14, 1979

BACKGROUND

These two grievances from the Hickory, N.C. Post Office involve Articles X and XXIV, Paragraph 2, of the 1975 and 1978 National Agreements, as implemented by successive Local Agreements. Until recent years, Hickory was a Sectional Center. It now is an associate office of the Charlotte, N.C. Post Office, serving as an area mail processing center. A hearing was held in Washington, D.C. by the undersigned member of the National Panel of arbitrators on June 5, 1979. Post-hearing briefs were filed by both parties as of August 14, 1979.

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Article X deals with both annual and sick leave.  
Article XXIV, Paragraph 2, provides:

2

"Full or part-time employees will be granted annual leave or leave without pay at the election of the employee to attend National, State and Regional Union Conventions (Assemblies) provided that a request for leave has been submitted by the employee to the installation head as soon as practicable

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2.

"and provided that approval of such leave does not seriously adversely affect the service needs of the installation."

(Underscoring added.)

Article XXX of the National Agreement lists 22 separate subjects concerning which parties at the local level are entitled to negotiate local agreements "implementing" certain provisions of the National Agreement. Among the subjects listed are:

3

- "4. Formulation of local leave program.
  - 5. The duration of the choice vacation period.
- \* \* \* \* \*
- 8. Whether jury duty and attendance at National or state Conventions shall be charged to the choice vacation period.
  - 9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

\* \* \* \* \*

- 12. The procedures for submission of applications for annual leave during other than the choice vacation period.

\* \* \* \* \*

- 20. The determination as to whether annual leave to attend Union activities

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3.

"requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan."

(Underscoring added.)

In light of these provisions in Article XXX, of both the 1975 and 1978 National Agreements, the local parties at Hickory negotiated the following pertinent provisions in two successive Local Agreements: 4

"ARTICLE X

"LEAVES

"Section 1. Applications from clerks for annual leave will be made on the Vacation Planning Sheets, by tours, to be posted in leave binders by the first week of January preceding the year for which the vacations are to be granted. The senior employee on each tour will be notified by his supervisor the day the sheet is posted.

Section 2. The Choice Leave Period shall be May 1 through November 30.

Section 3. A. Pursuant to the number of applications made, at least fifteen (15) percent of the above crafts, by tours, will be scheduled off for the choice leave period based upon seniority; fifteen (15) percent for the remaining periods. At any time the maximum number of employees are not off on any given tour, consideration will be given to applying the percentage to other tours provided there is no impairment to the Postal Service.

"B. No more than two (2) of the five (5) SPLSM operators, per tour, will be allowed leave at any given time, and will be applied pro rata if more machines are added.

Section 4. Procedure for obtaining leave during the Choice Vacation Period shall be as follows:

A. Leave will be granted on a seniority basis and applications will be accepted in order of seniority.

\* \* \* \* \*

D. When the number of applications reaches the maximum authorized for that week, no more applications will be accepted for that week.

\* \* \* \* \*

Section 5. A. Applications for annual leave outside of the Choice Vacation Period will be accepted on a first-come, first-served basis beginning on the first regular work day after January 1 of each year.

\* \* \* \* \*

Section 10. Leave for attendance at National, State, or Local APWU conventions or seminars shall not be counted as one of the involved employee's choice leave selections.  
This leave will be included in computing maximum on leave per tour.

\* \* \* \* \*

"Section 14. The Maintenance and Custodial Division of the APWU shall have a separate vacation planning sheet to be posted in their swing room as stated below.

\* \* \* \* \*

D. Vacation and holiday leave for the Maintenance and Custodial Division shall be considered on a separate basis from that of the clerks and shall not conflict or be affected by same.

E. Vacation quotas for choice or other periods for the Custodial Division shall be 20%.

F. Vacation quotas for the Maintenance Division shall vary according to the number of employees in the division and shall range from 50% (2 employees) to 20%. It is agreed that the number of Maintenance Division employees allowed vacation time off shall not exceed a number that will jeopardize or hinder the function of the Postal Service."

(Underscoring added.)

The basic problem here arises because there are only two employees at Hickory who are qualified to perform the Level 6 duties of Maintenance Mechanic, Mail Processing Equipment but they are in separate crafts. One is in Maintenance. The other is a Clerk. This anomaly is particularly significant since both men are elected representatives in these separate crafts. Both must, at times, attend APWU meetings in their representative official capacities.

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6.

Richard F. Clarke, the regular Level 6 Maintenance Mechanic has served as Director of the Maintenance Craft for North Carolina since 1977. His back-up, Henry Summey, is the APWU Local President. 6

The unique combination of circumstances, which ultimately produced these grievances, began to take form as far back as 1972. Clarke originally was the only bargaining unit employee at Hickory who was qualified to perform the Level 6 duties of Maintenance Mechanic. In 1973, however, when a Mark II machine soon was to be added to the Hickory equipment, it became necessary to find an additional employee capable of performing such maintenance work, involving knowledge of electronics. There being no employee in the Maintenance Craft who was qualified to promote, employees in all crafts were invited to take a test, to determine who might be qualified for the necessary training. Only two Hickory employees passed the test-- one a Letter Carrier and the other a Clerk. Only the Clerk, Summey, was interested in taking the training. In mid-1973, he spent 4 weeks in training at Norman, Oklahoma. Later, he received additional training in LSM maintenance. 7

Before he took the training, Summey was assured by Superintending Engineer Moore that he would be assigned to the Maintenance Craft as soon as approval of a slot for this purpose had been obtained by the Hickory Post Office. Since this approval never was obtained, Summey apparently was told in 1974 to bid on a special posting for Distribution Clerk in Level 5. This included, under the caption "Qualification Standards," the following special requirement-- 8

"Certificate - MPE Mechanic training (Mark II) required. Successful bidder will be required to assist MPE Mechanic as needed, also to replace MPE Mechanic for leave, etc."

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7.

Thereafter Summey continued to fill in for Clarke during his absences. He also assisted Clarke occasionally in performing MPE Mechanic work. At all other times, Summey performed conventional Distribution Clerk duties. 9

This unusual arrangement has persisted until the present time. During these years Summey apparently has bid to continue on this assignment on several occasions, when reposting was required by scheduled changes. 10

Summey now serves as President of APWU Local 1807 at Hickory, and has for some unspecified period. Both Summey and Clarke, as elected officers in Crafts represented by the APWU, find it necessary to request leave to attend various APWU meetings. Originally, their requests were accommodated routinely under an arrangement whereby the Charlotte Post Office (a State Distribution Center, about 50 miles distant) provided a qualified Mechanic when both Clarke and Summey were away from Hickory on Union business. There also were some occasions when Superintending Engineer Moore either worked with Clarke, or filled in for him, in performing MPE Mechanic work. Resultant grievances claiming violation of Article I, Section 6 were sustained. 11

Sometime in 1977 the Charlotte Post Office advised Hickory that it no longer would provide a back-up Mechanic, since it was too costly. Then on November 10, 1977 Superintending Engineer Moore, Clarke, Summey and the USPS Officer in Charge at Hickory developed the following special "one shot" agreement-- 12

"STATEMENT OF MUTUAL UNDERSTANDING"

In an attempt to create an environment of cooperation and understanding between the APWU clerk craft and the management staff

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8.

"at the Hickory, NC Post Office, and, particularly in this instance, to reach an equitable agreement allowing Mr. Richard Clarke and Mr. Henry Summey to attend an APWU workshop scheduled 17, 18 & 19 Nov. 77 in Tampa - Fla., we, APWU Local President Henry Summey, Mr. Richard Clarke, APWU Steward, Mr. Calvin C. Moore, Maintenance Supervisor, and Mr. Ronald G. Barco, OIC, have agreed to recognize the absence of the said two qualified maintenance employees while understanding that such absences will create a planned emergency situation (as stated in Article III, Sec. F), during these absences.

It is also agreed upon that the following conditions concerning this agreement are clearly understood and agreed upon by all parties named in this agreement:

- A. SCF Charlotte has refused, due to extreme budgetary constraints, to supply Hickory with temporary maintenance support to perform the three-hour preventive maintenance required during this time period or any additional normal maintenance which may become necessary.
- B. The mandatory three hours of preventive maintenance required on the Mark II will not be able to be performed by qualified craft employees during this period due to the leave request.

- "C. Management may take the necessary steps to perform the required three-hour preventive maintenance during this period and any additional maintenance which may become necessary.
- D. In the future when similar situations occur, management and the appropriate craft representatives will meet and formally come to an agreement, with management making every attempt to satisfy the craft's request while maintaining the Postal Service's interest as top priority in any decision.

The above declaration is agreed upon in the spirit of cooperation and communications progress and is intended as a document of record and specific understandings and intentions."

Within a month after this special "one shot" agreement was signed, Ray Hilton was designated as the new Postmaster at Hickory. After learning of this recurring problem, Hilton consulted the Charlotte Post Office and confirmed that they no longer would provide temporary replacements during any of Clarke's absences. On April 7, 1978, Hilton finally wrote Clarke:

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"Simultaneous leave requests from yourself and the back-up Mark II Mechanic are having a serious adverse effect on the service needs of this office. You are requested to coordinate leave requests, both annual and union, with Henry Summey so that this problem may be alleviated.

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10.

"All leave approved to date will be honored, but effective this date, you and Henry will not be granted annual and/or union leave at the same time."

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Hilton sent essentially the same letter to Summey. On April 18 Clarke filed a form request for annual leave on April 25. This was denied by Superintending Engineer Moore on April 20 on the ground that no replacement was available. Clarke promptly filed Grievance A5-CA-22136 which now is before the Arbitrator as Case AC-S-25,727. As filed, the grievance reads:--

"On 4-20-78 Mr. C.C. Moore, Superintending Engineer, disapproved Mr. R.F. Clarke's annual leave request, stating 'no replacement available.' There is no qualified maintenance craft employee trained to replace Mr. R.F. Clarke. By using a clerk craft employee as maintenance relief man, violates Article X of the Local Agreement and Article VII of the National Agreement.

Mr. R.F. Clarke and Mr. C.H. Summey are elected officials in the NCCAPWU; Clarke representing the maintenance craft and Summey representing the clerk craft. By disapproving Clarke's leave request, it is evident management will restrict Local 1807's participation in maintenance or the clerk craft Union meetings or functions. Therefore, we feel that your letter of April 7 would be a violation of Article XXIV of the National Agreement and should be expunged.

"Remedy Requested:

1. As provided by Article VII Section 2 of the National Agreement, relief duties for R.F. Clarke be provided from the maintenance craft by assigning Mr. Summey to Maintenance, or assigning duties to a maintenance employee.
2. Also, we request management's compliance with Article X of the Local Agreement.
3. We request that Article XXIV of the National Agreement be complied with by making provisions to approve Union leave request by including past practice of bringing in personnel from area maintenance office to relieve maintenance people in Hickory Office and rescinding your letter of April 7, 1978.

An early resolution of the problem, as well as the adjustment requested, would be appreciated."

In replying to the grievance on May 23, 1978 Postmaster Hilton stated:

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"The alleged violation was discussed May 22, at 1500 hours, with you, Henry Summey, Calvin Moore, Carl Stewart, and myself present. Let's review the sequence of events leading up to the action which caused this alleged violation.

12.

"The problem of neither yourself nor back-up mechanic Henry Summey being in duty status began late last summer, and began compounding in January of this year with numerous dual requests for annual or union leave, putting this office in a situation with no qualified mechanic on duty. We attempted and temporarily secured a back-up mechanic from the Management Sectional Center, which caused an understaffing in their operation.

In early April, a review of your and Henry's annual and union leave requests through August of this year revealed five existing coinciding dates, with no end in sight. A discussion attempting to resolve this problem proved futile, thus prompting subject letter dated April 7, 1978, regarding annual and union leave. As stated several times in our Step 2-A discussion on May 22, this office is open to a mutual resolution to this problem. However, one basic fact remains. The needs of the service have to be of top priority, and the lack of a qualified Mark II mechanic has a serious adverse effect on the operation of this office.

Therefore, until a mutually agreeable solution can be obtained, I regret to inform you that the policy stated in our letter of April 7, 1978 will stand. Your grievance is denied."

For reasons not disclosed at the hearing, Postmaster Hilton sent a new memorandum to Clarke and Summey on June 9, 1978. This stated:

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13.

"This is to advise you that effective this date all future requests for union business leave (annual or LWOP) shall be accepted only as stated in Article XXIV, Paragraphs 2 and 3, National Agreement.

Each request will be given serious consideration, including application of Article X, Section 10, Local Memoranda of Understanding, and action taken (approval or disapproval) will be based upon the service needs of this office."

Ten days later, Clarke requested leave to attend the Fall meeting of the NCCAPWU on November 3, 1978. This promptly was disapproved by Superintending Engineer Moore on June 22. Clarke then filed Grievance A5-CA-22804 which now is before the Arbitrator as Case AC-S-27,105. It stated:--

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"On 6-19-78, R.F. Clarke submitted Form 3971, (Exhibit 1) requesting LWOP to attend the Fall Meeting of the NCCAPWU on the 3rd of Nov. 1978. On 6-22-78 Mr. C.C. Moore returned the copy of Form 3971 to R.F. Clarke's desk, disapproving R.F. Clarke's request. On 6-23-78 R.F. Clarke grieved to Mr. Moore explaining the violation of Article X of the Local Agreement as well as a violation of Article XXIV of the National Agreement-while nobody else in the maintenance craft is scheduled off on 11-3-78, Mr. Moore is, we believe, in violation of Article X of the Local Agreement. R.F. Clarke LWOP was given as far in advance as possible (over four

"months) therefore we feel a violation of Article XXIV of the National Agreement in as much as Mr. Moore seemingly has made no effort to grant R.F. Clarke this leave.

Remedy Requested:

That in this and all other leave requests by all members of Local 1807 be resolved in accordance with the Local and National agreement. That R.F. Clarke be granted this request and in the future not be denied his right to participate in Union affairs.

An early resolution of the problem, as well as the remedy requested would be appreciated."

On June 27, 1978 Postmaster Hilton wrote as follows, 18  
in denying the grievance--

"The alleged violation was discussed June 27, at 1330 hours, with you, Calvin Moore and myself present.

As stated to you during oral discussion, we recognize that we have a problem, and the series of grievances arising from this problem probably will not cease until the back-up Mark II mechanic is in the Maintenance Craft.

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15.

"This office takes the position that we want our people to have their annual leave and be involved in union activities, both state and national. We have not, at this time, ruled out the possibility of granting you the one day LWOP to attend the State APWU Fall meeting on November 3, 1978. Our position is, as stated on the 3971, Leave Request, that approval will be given dependent on this office securing a back-up mechanic, either from the Clerk Craft or Maintenance, Charlotte. As soon as we are able to make this determination, you will be notified.

Therefore, I regret to inform you that your grievance as stated is denied."

(Underscoring added.)

Although on November 1 or 2, 1978 Clarke actually was granted leave to attend the November 3 meeting, his grievance was continued in an effort to obtain a long term solution to the problem. Thus the USPS Fourth Step answer of January 22, 1979 included the following:

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"Investigation has determined that the leave will be granted provided that a back-up mechanic can be secured from either the Hickory Post Office or from Charlotte. To allow Mr. Clarke off without a suitable back-up would adversely affect the service needs of the Hickory Post Office."

(Underscoring added.)

Contentionsa.. APWU

The APWU sees violation of Articles VII, X, and XXIV of the 1975 and 1978 National Agreements, as well as Article X of the successive Local Agreements. Indeed, it says, the USPS does not seriously suggest that the action of the Hickory Postmaster in denying leave to Clarke, whenever Summey was not available to serve as MPE Mechanic, was contrary to the controlling provisions in Article X, Section 14-D of the Local Agreement. Instead, the APWU notes, the USPS asserts that the Local Agreement is void because it "conflicts" with Article XXIV of the National Agreement. 20

The APWU urges that the only real solution for the recurring problem is to assign Summey to the Maintenance Craft, as he originally had been promised, and as the Hickory Postmaster long has sought to do. The Hickory Postmaster has been unable to achieve this solution only because it has been disapproved by higher USPS Management. 21

This higher level USPS disapproval has continued since 1974 even though in a Fourth Step settlement dated August 1, 1974 the USPS representative had advised President John Morgen of the Clerk Craft (in respect to an earlier grievance by Summey--AB-S-1452/A-77 3SR-147; APWU-1452) as follows-- 22

"Please be advised that the position of Stationary Engineer, SP-2-621, PS7 assigned to the maintenance craft was established to resolve the conduct complained in this case; therefore the grievance is resolved."

(Underscoring supplied.)

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17.

Given this history, the APWU believes that the only satisfactory solution now available is for the Arbitrator to direct that Summey be assigned to the Maintenance Craft, with an appropriate seniority date to be determined by the Arbitrator. 23

b. USPS

The Service initially argues that the position stated in Postmaster Hilton's letters to Clarke and Summey dated April 6, 1978 reflects a proper exercise of Management authority under Article III of the 1975 National Agreement. His position, says the Service, also comports fully with Article XXIV, Paragraph 2, since this contemplates that approval of leave may be withheld where such approval would "seriously adversely affect the service needs of the installation." 24

The USPS also urges that the denial of such requests for concurrent leave is consistent with a long standing provision embodied in Section 721.321.a of the Postal Manual (going back at least to 1969) and in Section 512.61 of the Employee and Labor Relations Manual (since October of 1978) to the effect that-- 25

"...annual leave shall be granted when requested by employees to the extent practicable."

This Manual provision, says the Service, in effect has been incorporated in the National Agreement by virtue of Article XIX. 26

As for the Local Agreements stressed by the Union,  
the Service deems the reliance on Article X, Section 14-D to be  
unreasonable. It urges that this provision should be read in  
the context of all of Article X, wherein Section 14, Paragraph  
F states--

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"...the number of Maintenance Division em-  
ployees allowed vacation time off shall not  
exceed a number that will jeopardize or  
hinder the function of the Postal Service."

Unless this interpretation of Article X, Section 14-D  
in the Local Agreement is adopted, says the USPS, then it would  
be invalid and unenforceable because inconsistent with Articles  
III and XXIV of the National Agreement. Under the introductory  
paragraph of Section B in Article XXX, indeed, Section 14-D  
would be "null and void."

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Finally the Service asserts that Summey's present  
assignment is consistent with Article VII, Section 2 of the  
National Agreement. Even if it were not, any grievance on the  
matter long since would have been untimely under Article XV.

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#### FINDINGS

##### 1. Application of Article X of the Local Agreements.

Under Article XXIV, Paragraph 2, of the 1975 and 1978  
National Agreements an installation head is not obliged to  
grant leave to attend a Union Convention or Assembly where the  
approval of such leave would "seriously adversely affect the

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service needs of the installation." A review of the grievance records in both of the present grievances shows that each grievance was denied, at both the Third Step and Fourth Step Levels, on the stated ground that the evidence did not show any violation of the National Agreement. Presumably these denials were in light of the proviso to Article XXIV, Paragraph 2. No mention was made, in any of these Third and Fourth Step denials, of the existence and possible controlling significance of provisions in Article X of the successive Local Agreements.

There is no need here for the Arbitrator to express any opinion as to whether, entirely apart from the Local Agreements, the USPS properly might rely solely upon the National Agreement and specifically on the proviso which qualifies the application of Article XXIV, Paragraph 2. 31

A number of provisions in Article X of the Local Agreements seem relevant for present purposes, as follows: 32

1. Section 3-A requires that during the choice leave period at least fifteen (15) percent of a given craft be scheduled off, by tour, based upon seniority; 33

2. Leave is to be granted on a seniority basis during the choice vacation period and applications are to be accepted in order of seniority; 34

3. Leave to attend a National, State, or Local APWU convention or seminar cannot be counted as one of the employee's choice leave selections, but such leave is to "be included in computing maximum on leave per tour." 35

4. The Maintenance and Custodial Craft must have a "separate vacation planning sheet." 36

5. Vacation and holiday leave for Maintenance and Custodial employees shall be considered on a separate basis from that of the clerks and "shall not...be affected by same." 37

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20.

6. Under Section 14-F vacation quotas for the Maintenance Craft "shall vary according to the number of employees in the division and shall range from 50% (2 employees) to 20%." 38

7. Section 14-F also states that the number of Maintenance Craft employees to be granted "vacation time off" cannot exceed a number that "will jeopardize or hinder the function of the Postal Service." 39

These provisions, as well as the entire Local Agreement, leave no doubt that it was negotiated with considerable care and attention to the relevant local conditions. Those provisions which seem particularly pertinent here obviously were deemed by the local negotiators to embody legitimate and practical implementations of the National Agreement. They clearly appear to fall within the scope of Items 4, 5, 8, 9, 12, and 20 as set forth in Article XXX of the National Agreement in delineating subjects for local implementation. 40

These provisions, on their face, would preclude lumping together two employees in the separate Clerk and Maintenance Crafts so as to deny leave to one of them because of the unavailability of the other on any given day. While the last sentence in Article X, Section 14-F declares that the number of Maintenance Craft employees to be allowed vacations at any given time shall not jeopardize or hinder the function of the Postal Service, this provision must have been written on the assumption that there had been full compliance with all of the preceding rules set forth in Article X concerning the granting of leave. Indeed, this cautionary language reasonably must be read as qualifying the first sentence of Section 14-F. It would be absurd to construe it to authorize the Postmaster to refuse to comply with the specific earlier provisions, appearing in Article X, Section 14, simply because compliance might be thought to "hinder" some function of the Postal Service. 41

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21.

There remains, however, the question of whether the provisions in Article X of the Local Agreements which control the disposition of these grievances nonetheless must be held to be void and unenforceable because they are "inconsistent" with Article XXIV of the National Agreement. 42

As already noted, Article XXIV, Paragraph 2 in the National Agreements contemplates that the granting of leave to attend a Union convention or assembly may be withheld when the granting would "seriously adversely affect the service needs of the installation." While the various relevant provisions in Article X of the Local Agreements, in and of themselves, cannot be said to be inconsistent with this provision, the USPS suggests that to grant leave to either Clarke or Summey, when the other also was on leave, would "seriously adversely" affect the efficiency of the Hickory Post Office. It concludes that Article X of the Local Agreement would be null and void if it were interpreted to produce such a result. 43

This is indeed an ingenious argument. It is too bad that the USPS never raised such an argument while these cases were pending in the grievance procedure so that the matter could have been explored fully. 44

Disposition of this argument nonetheless presents no great difficulty, when due consideration is given to the manner in which the basic problem evolved in Hickory, reaching all the way back to 1973. At that time the Hickory Post Office wanted to assign Summey to the Maintenance Craft and, under the undisputed testimony, promised him that it would do so as soon as approval was obtained at a higher level in the USPS. These assurances were repeated over ensuing years. Such approval allegedly never materialized, even though a USPS Labor Relations Department representative on August 1, 1974 advised the President of the Clerk Craft that a new position had been "assigned to the Maintenance Craft" at Hickory so that an earlier grievance filed by Summey thereby was "resolved" in the Fourth Step. 45

Instead of then assigning Summey to the Maintenance Craft, however, the USPS subsequently used a supervisor to perform Maintenance Mechanic work at Hickory, on occasions, until this practice was terminated as a result of successive grievances. In 1975 Superintending Engineer Moore repeatedly told Summey that Hickory had received "verbal approval" for assigning Summey to the Maintenance Craft and that this would be done as soon as the necessary paper work was completed. Then in 1977, when both Clarke and Summey began to attend APWU functions as elected officers in their respective crafts, the Hickory Postmaster was able to obtain necessary back-up Mechanics, as required, from the Charlotte Post Office (the State Distribution Center). The Charlotte Post Office is administratively responsible for the Hickory Post Office, and for providing Clerks to assist there when essential.

The present problem was precipitated only when the Charlotte Post Office began, in 1977, to refuse to provide Hickory with a back-up Mechanic for "budgetary reasons."

It cannot be assumed that the USPS officials who negotiated Article X of the Local Agreements in 1975 and 1978 were unaware of this history, or of the long standing failure to honor the original 1973 commitment to assign Summey to the Maintenance Craft. In these circumstances it would be entirely unreasonable, not to say unconscionable, to find that, contrary to Article X, Sections 3, 4-A, 10, 14, 14-D, and 14-F, either Clarke or Summey may be denied leave on some given day because the other of the two is not available to work on such day.

Thus the relevant provisions in Article X of the Local Agreements must be found to be controlling, and fully enforceable, under the specific evidence in this record. Both grievances here will be sustained to the extent of so ruling.

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23.

## 2. Requested Remedial Action

The APWU urges that the USPS now should be directed to assign Summey to the Maintenance Craft, and to establish a Maintenance Craft seniority date for him. While such action might eliminate the source of the present grievances, it also would require that the Arbitrator take action without adequate information in this record, where such action clearly does not constitute the only way to achieve compliance with the controlling provisions of the Local Agreement. 50

Obviously, for the future, the USPS easily can achieve compliance by directing the Charlotte Post Office once more to provide back-up Mechanics to Hickory when required. Once the USPS is directed to comply faithfully with Article XXIV of the National Agreement as implemented in the Local Agreement, determination of the precise steps to be taken to assure such compliance should rest in the discretion of USPS Management. 51

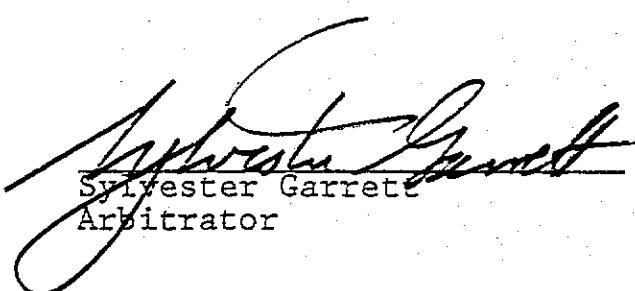
This is not to suggest, of course, any opinion concerning the status of the 1973 promise to assign Summey to the Maintenance Craft. Nor does it imply that the August 1, 1974 Fourth Step resolution of Summey's earlier grievance (AB-S-1452 /A-7/ 3SR-147; Case APWU 1452) may not represent an enforceable settlement agreement between the USPS and the APWU. These peripheral issues have not really been considered adequately in the parties' presentations here, and the Arbitrator is in no position to express any opinion concerning them, even if one were required to dispose of the present grievances fully. It is for the APWU to decide whether it wishes to pursue any such issues further, either in a specific grievance under Article XV or in another forum. 52

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24.

AWARD

1. The grievances are sustained. The USPS hereafter shall take all necessary steps to assure faithful compliance with Article X of the 1978 Local Agreement so that neither Clarke, in the Maintenance Craft, nor Summey, in the Clerk Craft, is denied leave because the other also is scheduled to be absent on leave. 53
2. The request that the Arbitrator now direct the USPS to assign Summey to the Maintenance Craft is denied, without prejudice, since this matter was not adequately treated in the parties' presentations, and such action is not essential to achieve compliance with Article X of the Local Agreement. 54
3. There being no showing of actual loss to either Clarke or Summey, resulting from some specific improper denial of leave, no other remedial action is required. 55

  
Sylvester Garrett  
Arbitrator