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OFFICE OF THE PRESIDENT

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

July 1, 1988

EXECUTIVE OFFICE OF THE PRESIDENT
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EXECUTIVE VICE PRESIDENT

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4107

Dear Moe:

This is in further response to your letter of April 5 regarding whether a dispute exists over the interpretation of Article 8, Section 8.B.

It is the interpretation of the American Postal Workers Union, AFL-CIO (APWU) that once an employee is scheduled for duty on a nonscheduled day and that employee reports late, the employee is entitled to work the remainder of his or her 8-hour guarantee period. The APWU also states that such an interpretation would be consistent with the practice on a regular scheduled day as defined in Article 8, Section 2.

While your letter stated that certain practices exist with respect to Article 8, Section 8.B, your letter did not provide the specific facts necessary to conduct an investigation.

However, as a general policy matter, an employee who is called in on his or her nonscheduled day has the same reporting obligations as an employee on a regularly scheduled day. The guaranteed time under Article 8, Section 8.B, would come into effect after the employee has reported as scheduled.

As outlined in the Employee and Labor Relations Manual (ELM), Section 432.61, guaranteed time is paid time not worked under the guarantee provision of the collective-bargaining

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agreements for periods when an employee has been released by the supervisor and has clocked out prior to the end of a guaranteed period (emphasis added). It applies only in an overtime situation, with the exception being for employees in the Letter Carrier Craft.

It must be noted, however, that there are conditions under which an employee will not be compensated after he reports as scheduled. Section 432.63 of the ELM states this would occur when an employee requests to leave the postal premises because of illness or for personal reasons. Moreover, an employee will not be compensated when that employee leaves without proper authorization.

The same general principle that applies to the end of an employee's tour of duty also applies to the beginning of his or her tour of duty, that is an employee may create a situation which negates the application of the call-in guarantee.

The guarantees of Article 8, Section 8, are predicated on the employee reporting to work as scheduled. The reporting requirements as outlined in the Time and Attendance Handbook, F-21, Section 142, are not changed because it is an overtime situation. If an employee has an unscheduled tardiness or does not call in or has not been properly excused by management, the employee is considered absent without leave (AWOL), pending receipt of the facts of the case. This policy is clearly stated in Handbook F-21, Sections 142 and 393.

Therefore, when an employee is scheduled for overtime on his/her nonscheduled day and does not report as scheduled because of tardiness, and has not been properly excused according to our policies, the employee is not entitled to work the remainder of the 8-hour guarantee as scheduled. Since unscheduled tardiness creates operational uncertainty, it would simply be inefficient for management to allow an employee to report tardy, through no fault of management, and be entitled to work the remainder of his tour when, out of necessity, his supervisor may have had to replace that employee with another employee.

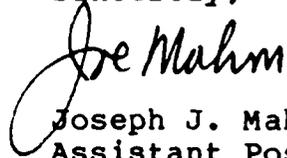
While the foregoing outlines our general policy, each incident must be weighed on the facts and circumstances involved. In some situations, an employee may report tardy and work the remainder of the tour. However, that would be a management decision based upon the circumstances involved and not an entitlement under the guarantees of Article 8, Section 8.B.

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Should there be any questions regarding this matter, please contact William Scott at 268-3843.

Sincerely,

A handwritten signature in cursive script that reads "Joe Mahon". The signature is written in black ink and is positioned above the typed name and title.

Joseph J. Mahon, Jr.
Assistant Postmaster General

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Moe Biller, President
(202) 842-4246

April 5, 1988

Mr. Joseph J. Mahon, Jr.
Assistant Postmaster General
Labor Relations Department
United States Postal Service
475 L'Enfant Plaza, SW
Washington, D. C. 20260

Dear Mr. Mahon:

I am writing in accordance with Article 15, Section 3 to determine if a dispute exists over the interpretation of Article 8, Section 8.B.

It is the APWU interpretation that once an employee is scheduled to report for duty on a non-scheduled day and the employee reports late, or tardy, the employee is entitled to work the remainder of the 8-hour guarantee as scheduled. This would be consistent with the practice on a regular scheduled day as defined in Article 8, Section 2. It appears that some offices are taking the position that if an employee is tardy managers have the option of not utilizing the employee for the scheduled overtime.

If the Postal Service interpretation is different or you have any questions, please contact Mr. Tom Neill of my staff at 842-4273.

Sincerely,


Moe Biller
President

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